

**Before the  
Federal Communications Commission  
Washington, DC 20554**

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In the Matter of )  
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Qwest Communications International Inc.'s )  
Application for Authority to Provide In- )  
Region, InterLATA Services in Arizona )  
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WC Docket No. 03-194

**COMMENTS OF AT&T CORP.**

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### FCC ORDERS CITED

SHORT CITE	FULL CITE
<i>BellSouth 5-State 271 Order</i>	Memorandum Opinion and Order, <i>Joint Application by BellSouth Corporation et al., for Provision of In-Region InterLATA Services in Alabama, Kentucky, Mississippi, North Carolina and South Carolina</i> , 17 FCC Rcd. 17595 (2002)
<i>Georgia/Louisiana 271 Order</i>	Memorandum Opinion and Order, <i>Joint Application by BellSouth Corporation et al., for Provision of In-Region InterLATA Services in Georgia and Louisiana</i> , 17 FCC Rcd. 9018 (2002)
<i>Local Competition Order</i>	First Report and Order, <i>Implementation of the Local Competition Provisions of the Telecommunications Act of 1996</i> , 11 FCC Rcd. 15499 (1996), <i>aff'd in part and vacated in part by Iowa Utils. Bd. v. FCC</i> , 120 F.3d 753 (8th Cir. 1997), <i>aff'd in part and rev'd in part by AT&amp;T Corp. v. Iowa Utils. Bd.</i> , 119 S. Ct. 721 (1999)
<i>New York 271 Order</i>	Memorandum Opinion and Order, <i>Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act To Provide In-Region, InterLATA Service in the State of New York</i> , 15 FCC Rcd. 3953 (1999)
<i>Pennsylvania 271 Order</i>	Memorandum Opinion and Order, <i>Application of Verizon Pennsylvania Inc. et al. for Authorization to Provide In-Region, InterLATA Services in Pennsylvania</i> , 16 FCC Rcd. 17419 (2001)
<i>Qwest 9-State 271 Order</i>	Memorandum Opinion and Order, <i>Application by Qwest Communications International, Inc. for Authorization to Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming</i> , 17 FCC Rcd. 26303 (2002)
<i>SBC Michigan 271 Order</i>	Memorandum Opinion and Order, <i>Application of SBC Pursuant to Section 271 to Provide In-Region, InterLATA Services in Michigan</i> , WC Docket No. 03-138 (rel. Sept. 19, 2003)

<i>Triennial Order</i>	Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, <i>Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers et al.</i> , WC Docket No. 01-338 <i>et al.</i> (rel. Aug. 21, 2003)
<i>UNE Remand Order</i>	Third Report and Order, <i>Implementation of the Local Competition Provisions of the Telecommunications Act of 1996</i> , 15 FCC Rcd. 3696 (1999)
<i>Virginia Arbitration Pricing Order</i>	Memorandum Opinion and Order, <i>Petitions of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc.</i> , CC Docket Nos. 00-218 and 00-251 (rel. Aug 29, 2003)

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**COMMENTS OF AT&T CORP.**

AT&T Corp. (“AT&T”) respectfully files these Comments in opposition to Qwest’s request for authorization to provide in-region, interLATA authority in Arizona.

**INTRODUCTION AND SUMMARY**

Qwest asserts that its Application “marks the culmination of Qwest’s concerted and systematic work to bring the benefits of competition to all consumers in its region.”<sup>1</sup> The reality, however, is starkly different. In two significant respects, Qwest falls far short of meeting the market-opening requirements of Section 271. First, Qwest urges the Commission to approve its Section 271 Application for Arizona notwithstanding the fact that it has *reversed* the loop provisioning policy described in its prior Applications by charging for loop conditioning activities performed for CLECs ordering DS1-capable loops. Qwest has unilaterally determined that CLECs must pay for loop conditioning activities that it previously performed without charge. This revision in Qwest’s policy has led to the rejection of almost 20% of CLEC orders

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<sup>1</sup> Application at 1.

for high-capacity loops. Second, as the record in Arizona makes clear, Qwest does not have adequate processes for ensuring that significant defects in its newly-implemented software are corrected promptly. For these reasons, the Commission should reject Qwest's Application.

First, as discussed in Part I, Qwest fails to comply with the requirements of the checklist that it provide UNEs, including DS1-capable loops, on a nondiscriminatory, just, and reasonable basis. Only two weeks after the Commission approved its Section 271 Application for Minnesota, Qwest – in a significant reversal of the “no facilities” policy that it had described in all of its previous Section 271 Applications – advised CLECs that it would impose charges for loop conditioning activities that it had previously performed, without charge, to CLECs ordering DS1-capable loops. In essence, Qwest announced that it would no longer regard these activities as “incremental facility work,” but as “construction” for which CLECs must pay charges in addition to the rates that they pay for UNEs. As a result, CLEC orders for DS1-capable loops would not be accepted under the normal ordering processes, and CLECs would be required to follow new procedures before Qwest would agree to perform the necessary conditioning.

Qwest's change in policy has imposed costs in excess of \$1,500 per DS-1 loop order on the CLECs, has resulted in the rejection of approximately 20 percent of CLEC orders for high-capacity loops on the ground that “no facilities” were available (with resulting delays in provisioning), and has forced the CLECs to follow processes that only further delayed the installation of their customers' service. Because Qwest's retail operations experience none of these problems when they order DS-1 loops, the revised policy flatly violates Qwest's obligations under Items 2 and 4 of the competitive checklist.

Within the last month, Qwest purported to reverse this new policy and to substitute an “interim” process. However, it is far from clear whether, and to what extent, Qwest has reinstated the policy that was in effect six months ago, when it classified loop conditioning as incremental facility work. Given Qwest’s conduct in the past, it appears that Qwest may reinstate its anticompetitive process as soon as the Commission approves its Application. The Commission should find that, in view of these facts and the uncertainty regarding its current “interim” policy, Qwest has failed to demonstrate compliance with the checklist.

Second, as discussed in Part II, Qwest does not maintain adequate processes and procedures for correcting software defects in a timely manner. As an initial matter, AT&T’s experience is that Qwest typically refuses to repair software defects *at all* on the ground that the defects are defects in documentation, not defects in its systems. This practice often forces CLECs to undertake costly revisions to their own systems, and flies in the face of the Commission’s recognition that it is the BOCs’ burden to repair software defects. MCI recently proposed an amendment to Qwest’s change management plan that would foreclose this practice, and that also requires Qwest to fix software defects within specific time intervals, but Qwest has rejected that proposal. As a result, CLECs have no assurance that Qwest will correct defects in its software at all, much less correct defects promptly.

**I. QWEST’S POLICIES WITH RESPECT TO DS1-CAPABLE LOOPS VIOLATE ITEMS 2 AND 4 OF THE COMPETITIVE CHECKLIST.**

Qwest’s policies with respect to the ordering and provisioning of DS1-capable loops by CLECs violates its obligation to provide nondiscriminatory access to UNEs, including loops, in violation of Items 2 and 4 of the competitive checklist. Within the last six months, Qwest has reclassified, as “construction,” services that it previously classified as “incremental

facility work” performed for CLECs without charge. As a result of this change, order rejections – and the charges paid by CLECs to Qwest – substantially increased. This change significantly impeded the ability of CLECs to compete, because Qwest’s retail operations experience no such rejections or charges. Although Qwest recently purported to rescind these changes and revert back to its preexisting policy, Qwest has not yet clearly done so – nor, for that matter, is it clear that Qwest will adhere to the preexisting policy in the future.

**A. Qwest’s Decision To Impose Charges for Line Conditioning, and To Reverse Its Previous Treatment of Line Conditioning As “Incremental Facility Work,” Is Discriminatory, Unjust, and Unreasonable.**

Under Qwest’s policy for ordering UNEs, Qwest will perform “incremental facility work,” such as placing a drop, to complete facilities to the premises of the CLEC’s customer, if “compatible facilities” are available. Under Qwest’s SGAT, Qwest performs such work at no charge to the CLEC. However, if more than “incremental facility work” is required, Qwest will either reject the order on the ground that “new facilities” must be built, or will “hold” the order under certain conditions. In all of the States in its region, Qwest may cancel an order that it has “held” for 30 business days if “the requested UNE remains unavailable.”<sup>2</sup> Although

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<sup>2</sup> See Application at 26-27; Simpson/Stewart UNE Decl. ¶¶ 18-20. Under its SGAT, Qwest is required to “hold” an order only if it “would be legally obligated to build such facilities as a provider of last resort (“POLR”) for its retail end users or under its obligations as an eligible telecommunications carrier (“ETC”) to provide basic local exchange service.” Simpson/Stewart UNE Decl. ¶ 18 & n.32 (citing SGAT § 9.1.2.1.3). Qwest also contends in its Application that it will hold an order “while it explores incremental facility work to make a UNE available,” and also when “the CLEC’s UNE request would be covered by a pending construction job.” Application at 26. However, aside from the SGAT provision requiring it to build facilities when the CLEC’s request falls within its POLR or ETC obligations, Qwest takes the position that it has no obligation to hold (rather than reject) CLEC orders when “no facilities” exist. Indeed, Qwest’s SGAT states that in situations where its POLR or ETC obligations are not involved, “Qwest does not agree that it is obligated to build UNEs,” but instead will consider requests to build UNEs under Section 9.19 of the SGAT, which states that Qwest will conduct an “individual financial assessment of any request that requires construction of network capacity,



the CLEC may request that Qwest construct whatever “facilities” are required, the CLEC must pay charges for such construction in addition to the rate that it pays for the UNE itself.

In its first Application for Section 271 authority, Qwest represented to the Commission that the “incremental facility work” that it would perform included “*conditioning*, place a drop, add a network interface device, card existing subscriber loop carrier systems at the central office and remote terminal, add field cross jumpers, or add central tie office pairs.”<sup>3</sup> Last December, when it found that Qwest’s “no facilities” policy satisfied the requirements of the competitive checklist, the Commission relied on (*inter alia*) Qwest’s evidence that it “performs incremental facility work to make UNEs available.”<sup>4</sup> The Commission cited (and quoted) approvingly Section 9.1.2.1.2 of Qwest’s SGAT, which states that “If cable capacity is available, Qwest will complete incremental facility work (*i.e., conditioning*, place a drop, add a Network Interface device, card existing subscriber Loop carrier systems at the Central Office and remote terminal, add Central Office tie pairs, [and] add field cross jumpers) in order to complete facilities to the Customer premises.”<sup>5</sup>

In its latest Application Qwest lists, as the “incremental facility work” that it will complete, the same activities – including conditioning – that are set forth in SGAT Section 9.1.2.1.2, and that the Commission cited in its *Nine-State Order*.<sup>6</sup> Qwest’s description, however,

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facilities, or space for access to or use of UNEs.” See SGAT §§ 9.1.2.1.3, 9.19.

<sup>3</sup> See Application filed June 13, 2002, in WC Docket No. 02-148, at 40 (“*Qwest I* Application”) (emphasis added).

<sup>4</sup> *Nine-State 271 Order* ¶ 164.

<sup>5</sup> *Id.* ¶ 164 n.617 (quoting SGAT § 9.1.2.1.2) (emphasis added).

<sup>6</sup> Compare *Qwest I* Application at 40 with Application at 26 & Simpson/Stewart UNE Decl. ¶ 31 & n.31.

is misleading. Subsequent to the Commission’s decision, Qwest *removed* conditioning from its definition of “incremental facility work.” Only recently – after objections by the CLECs and by the Staff of the Arizona Corporation Commission (“ACC”) – did Qwest even purport to “withdraw” its deletion.

On April 30, 2003, Qwest issued an announcement to CLECs that it intended to post changes to its Wholesale Product Catalog (“PCAT”), effective on June 16, that included new or revised documentation for its CLEC-Request UNE Construction Process (“CRUNEC”).<sup>7</sup> CRUNEC is the process by which CLECs may request that Qwest construct facilities for it under the special construction provisions of the SGAT. Under the CRUNEC process, Qwest does not impose construction charges for activities that it classifies as incremental facility work.

As part of the documentation changes that it announced in the April 30th Letter, however, Qwest *deleted* conditioning from the list of “incremental facility work” that it would provide to CLECs.<sup>8</sup> Qwest purported to make this change pursuant to the Change Management Process, classifying them as a “Level 3” change (*i.e.*, change that has a “moderate” effect on CLEC operating procedures).<sup>9</sup>

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<sup>7</sup> See Qwest letter to Mitchell Menezes (AT&T), dated April 30, 2003 (“April 30th Letter”), attached hereto as Attachment 1; Application at 27.

<sup>8</sup> April 30th Letter, Att. at 1.

<sup>9</sup> April 30th Letter at 1; Declaration of Judith M. Schultz (“Schultz Decl.”) ¶ 33 (Sept. 4, 2003). Qwest’s Change Management Process (“CMP”) specifies procedures governing Qwest-initiated changes to products and processes, based on the impact of the proposed change to CLEC operating procedures. The CMP provides five possible levels of changes (Level 0 through Level 4) to reflect the severity of the impact. For example, changes with no impact on documentation or CLEC operating procedures are classified as “Level 0,” while changes with the greatest impact (*i.e.*, will have a major effect on existing CLEC operating procedures or require the development of new procedures) are classified as “Level 4” changes. See Schultz Decl. ¶¶ 29-34.

The significance of the deletion of conditioning from the list of “incremental facility work” in the CRUNEC documentation was not immediately apparent to CLECs. Qwest provided no explanation for the change, did not impose additional charges on conditioning of unbundled loops in the revised documentation, and did not amend Section 9.1.2.1.2 of the SGAT – which classifies conditioning as “incremental work.” Only four weeks prior to the issuance of the April 30<sup>th</sup> Letter, Qwest had stated that it would “provide removal of load coils and excessive bridged taps at no charge.”<sup>10</sup> Furthermore, in response to concerns expressed by Covad regarding the proposed deletion of conditioning from its definition of “incremental facility work,” Qwest assured CLECs that “current products that have conditioning at no charge will not be affected.”<sup>11</sup>

After the revisions announced in the April 30<sup>th</sup> Letter became effective on June 16, however, substantial numbers of CLEC orders for DS1-capable loops were rejected on the ground that “no facilities are available,” even though the same types of orders had been accepted by Qwest’s OSS in the past. As a result of these rejections, the rejection rate for CLEC orders for high-capacity loops rose from 2 percent (prior to June 16) to approximately 20 percent in late July.<sup>12</sup> The dramatic increase in the rejection rate suggested that Qwest, without notice to

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<sup>10</sup> Letter from Qwest to Mitchell Menezes (AT&T), dated April 1, 2003, at 1 (attached hereto as Attachment 2).

<sup>11</sup> See Qwest Response to Document in Review, dated May 21, 2003 (attached hereto as Attachment 3). Qwest stated that the deletion “allows the CLEC to use CRUNEC for the build process of products where before they could not.” *Id.*

<sup>12</sup> See Petition for Enforcement Pursuant to Section 271(d)(6) of the Act filed July 29, 2003, in WC Docket No. 02-314, *Initiation of a “No Facilities” Policy by Qwest Communications International, Inc. in Violation of Its Comments to the Commission*, at 3-5 (“Petition for Enforcement”).

CLECs, had already altered its processes and “no facilities” policy to provide for the rejection of any orders for DS1-capable loops requiring conditioning.

In fact, on July 11 Qwest announced additional changes in its CRUNEC documentation, which made clear that Qwest was now treating the conditioning of an unbundled DS-1 loop as the construction of “new facilities,” and would require CLECs to pay additional charges for such conditioning. Specifically, Qwest revised its documentation to require CLECs to pay a “Quote Preparation Fee For Simple Facility Rearrangements” (“QPFS”) for such activities as: (1) removing fewer than four load coils; (2) removing bridged taps as required for the requested facility; (3) placing a repeater card in an existing apparatus case; and (4) changing slots for an existing repeater card in an existing apparatus case.<sup>13</sup> For additional incremental work (such as the removal of more than four load coils), Qwest would charge a higher Quotation Fee for “special construction.” Such Quotation Fees are required only for construction of new facilities under the CRUNEC process. As in the case of its April 30<sup>th</sup> Letter, Qwest’s July 11<sup>th</sup> Letter purported to make the revisions pursuant to the CMP, and classified them as a “Level 3” change.<sup>14</sup>

Because the CRUNEC process is not required for incremental facility work, the effect of Qwest’s new revisions was to alter the current processes, and add new charges, for obtaining conditioned loops. Under the CRUNEC process, before Qwest will build “new facilities,” the CLEC must manually submit a request for a price quote and pay a Quote Preparation Fee (a fee to cover Qwest’s costs in preparing the quote). That fee alone has been

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<sup>13</sup> See letter from Qwest to Doug Denney (AT&T), dated July 11, 2003, Att. at 2-3 (“July 11<sup>th</sup> Letter”) (attached hereto as Attachment 4).

<sup>14</sup> *Id.* at 1.

estimated to be \$1,500 or more per order.<sup>15</sup> Even if it accepts Qwest's price quote, the CLEC must then resubmit the LSR, and then wait for Qwest to build the "new facilities." If, in lieu of following the CRUNEC process, a CLEC simply submits an order for a loop that requires the construction of "new facilities," Qwest is likely to reject or hold the order on the ground that "no facilities are available." However, because the CLEC will not know beforehand which DS-1 loop orders Qwest will reject or hold, all DS-1 loop orders impacted by the changes in provisioning will go through a two-step process (submitting an additional order after the rejection or "hold," either for "construction" of the DS1-capable loop or for special access) causing significant and unwarranted delays.

Item 2 of the checklist requires that Qwest meet the requirement of Section 251(c)(3) that it provide nondiscriminatory access to UNEs "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory."<sup>16</sup> Item 4 of the checklist requires (*inter alia*) that Qwest provide nondiscriminatory access to unbundled loops.<sup>17</sup> Qwest's revision of its CRUNEC process violates Items 2 and 4 of the checklist.

Qwest's policy is discriminatory, unjust, and unreasonable in a number of respects. *First*, by effectively reclassifying line conditioning as "new facilities" which it is

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<sup>15</sup> See Comments of Mountain Telecommunications, Inc. in Support of Petition for Enforcement Pursuant to Section 271(d)(6) of the Act, filed August 8, 2003, in WC Docket No. 02-314, *supra*, at 4 ("The Quote Preparation Fee being charged by Qwest is \$1,685 per DS1-capable loop order").

<sup>16</sup> See 47 U.S.C. §§ 251(c)(3), 271(c)(2)(B)(ii).

<sup>17</sup> Item 4 of the checklist requires that a BOC provide "[l]ocal loop transmission from the central office to the customer's premises, unbundled from local switching or other services." 47 U.S.C. 271(c)(2)(B)(iv). As part of its showing that it complies with this item, Qwest must demonstrate that it is providing nondiscriminatory access to unbundled loops. *Qwest Nine-State 271 Order*, App. K ¶ 49.

willing to build only under certain conditions – and for which it will assess additional charges even if it does build them – Qwest is violating its obligation to provide access to UNEs under Section 251(c)(3). In its *Local Competition Order*, the Commission found that this obligation “include[s] modifications to incumbent LEC facilities to the extent necessary to accommodate . . . access to network elements.”<sup>18</sup> That holding was approved by the Eighth Circuit.<sup>19</sup> In its recent *Triennial Review Order*, the Commission reaffirmed its holding, recognizing that in the absence of such a requirement, “the incumbent LECs would have the ability to dictate the parameters of their unbundling requirements and thereby readily thwart competitors’ ability to obtain access to high-capacity loops.”<sup>20</sup>

Line conditioning is plainly the type of “modifications” that Qwest is required to perform under the *Local Competition Order* and the *Triennial Review Order*. Tasks such as the removal of load coils and bridged taps do not require Qwest to “build” facilities.

Qwest’s revision of its CRUNEC process is, in fact, directly contrary to the Commission’s rulings on this issue in both the *UNE Remand Order* and the *Triennial Review Order*. In the *UNE Remand Order*, the Commission revised its definition of the unbundled loop to make explicit that loop conditioning is “among the ‘features, functions, and capabilities’ of the loop.”<sup>21</sup> Similarly, in the *Triennial Review Order* the Commission held that “Line conditioning

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<sup>18</sup> *Local Competition Order* ¶ 198.

<sup>19</sup> See *Iowa Utilities Board v. FCC*, 120 F.3d 753, 813 n.33 (8<sup>th</sup> Cir. 1997).

<sup>20</sup> *Triennial Review Order* ¶ 633.

<sup>21</sup> *UNE Remand Order* ¶ 167 & n.301. Thus, the Commission “require[d] incumbent LECs to condition loops” and amended its regulations to provide that the features functions, and capabilities of the local loop “include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning.” *Id.* ¶ 167 & Att. App. C (revised 47 C.F.R. §

does not constitute the creation of a superior network, as some incumbent LECs argue.”<sup>22</sup> Thus, the Commission concluded that loop conditioning is “intrinsically linked to the local loop” and again expressly “include[d] it within the definition of the loop network element.”<sup>23</sup>

Because loop conditioning is a feature, function, and capability of the unbundled local loop, Qwest’s revision of its CRUNEC process was unlawful. As the result of that revision, Qwest improperly assessed charges for loop conditioning *in addition to* the charge that the CLEC must pay for the loop itself. The revisions that Qwest announced on July 11, for example, required CLECs to pay additional charges for the removal of fewer than four load coils, for the removal of bridged taps as required, placing a repeater card in the existing apparatus case, and changing slots for an existing repeater card in an existing apparatus case.<sup>24</sup> Under the *Triennial Review Order*, however, the removal of load coils and bridged taps clearly constitute “routine network modifications” for which Qwest cannot assess additional charges. Furthermore, placing repeater cards, and changing slots for existing repeater cards, in an existing apparatus case fall within the specific examples of “loop modification functions that the [ILECs] routinely perform for their own customers” that the Commission described in the *Triennial Review Order*.<sup>25</sup>

Even Qwest has recognized that these tasks are simply routine modifications (“incremental facility work”). For example, Qwest classified these tasks as such before it issued

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51.319(a)(1) (emphasis added). *See also Triennial Review Order* ¶ 203 & n.638.

<sup>22</sup> *Triennial Review Order* ¶ 643 (emphasis added).

<sup>23</sup> *Id.*

<sup>24</sup> *See* Qwest July 11<sup>th</sup> Letter, Att. at 2 (Attachment 4 hereto).

<sup>25</sup> *See Triennial Review Order* ¶¶ 634-635 (citing, *inter alia*, “adding an equipment [apparatus]

its April 30<sup>th</sup> and July 11<sup>th</sup> Letters. Qwest’s revised policy is inconsistent with Section 9.1.2.1.2 of its own SGAT, which *even today* classifies conditioning as “incremental facility work.”<sup>26</sup> The ACC recognized that fact in its discussion of Qwest’s new charges in an order that it issued only last week. The ACC found that “Qwest’s new policy is at odds with” the SGAT, the language of which was “painstakingly worked out.”<sup>27</sup> Furthermore, Qwest already collects recurring and nonrecurring costs for each of these conditioning activities in the rates that it charges for loops and other UNEs.

*Second*, Qwest’s revised policy regarding loop conditioning is discriminatory, because it has imposed additional costs and burdens on CLECs that Qwest does not experience in its retail operations. For example, Qwest’s reclassification of loop conditioning as “new facilities” has resulted in a substantial increase in rejections of CLEC orders by Qwest’s OSS. As previously indicated, the percentage of all CLEC high-capacity loop orders rejected on the ground that “no facilities” were available jumped from a 2 percent rate prior to June 16 to approximately 20 percent in late July. When an order is rejected, the CLEC must then request a price quotation and then, if it accepts the price, submit a new local service request (“LSR”), and then wait until facilities become available. This process will delay provisioning beyond 15 business days, which is the standard interval under Qwest’s SGAT for unbundled conditioned

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case,” “adding a doubler or repeater,” and “adding a line card”). *See also id.* ¶¶ 632-633.

<sup>26</sup> In addition, Qwest’s revised CRUNEC process is inconsistent with Exhibit A of the SGAT, which includes Commission-approved rates for conditioning that cover Qwest’s costs of providing UNEs. That exhibit does not include or authorize separate construction charges or Quote Preparation Fees for conditioning.

<sup>27</sup> *See* ACC Docket No. T-00000A-97-0238, *In the Matter of US West Communications Inc.’s Compliance With Section 271 of the Telecommunications Act of 1996*, Decision No. 66642, Order issued September 16, 2003, at ¶ 109 (“ACC Order”). A copy of the ACC’s Order is attached hereto as Attachment 5.



loops.<sup>28</sup> Delays in provisioning invariably result in customer dissatisfaction, and may even cause the customer to cancel its order. The revised policy also required the CLEC to bear the additional costs of submitting requests for quotations and the additional LSR, while delaying the CLEC's ability to bill the customer for the service. Even when the order is "held," rather than rejected, the loop will not be provisioned until facilities become available, thereby postponing installation (and billing by the CLEC) well beyond the 15-day standard interval.

Because of the delays and costs inherent in order rejections and the process of requesting a price quote, the CLEC often will have little choice but to submit an order (its second order) for special access facilities to serve the customer, because it may lose the customer if it simply waits until facilities become available. But even the ordering of special access facilities puts the CLEC at a competitive disadvantage, because it will increase the installation time beyond the period that would have been required if Qwest simply proceeded to perform the conditioning as "incremental facility work" and provision the original order.

Furthermore, the prices charged by Qwest for special access facilities are substantially higher than the recurring costs of a DS-1 loop cross-connect. Thus, a CLEC which orders special access in order to avoid the need to await the availability of facilities will be paying a far higher price for rendering the service than it would if Qwest simply performed conditioning as incremental facility work.<sup>29</sup>

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<sup>28</sup> SGAT, Exh. C.

<sup>29</sup> Although it currently uses special access to provide local exchange service to large business customers, AT&T would prefer to provide such service through DS1-capable loops. AT&T uses special access because of the difficulties of establishing to the RBOCs' satisfaction that the DS-1 loops AT&T sought to order would be used predominantly for local service, rather than for long-distance service. However, now that the *Triennial Review Order* has removed a number of the

There is no evidence that Qwest's retail operations experience such problems. To the contrary, when a Qwest representative submits an order for a retail customer that requires "construction" in the nature of that described above, Qwest will proceed to build the facilities, without rejecting or holding the order and without imposing additional charges.

In addition, Qwest's revised CRUNEC process is discriminatory because it applies the process to DS1-capable loops, but not to other types of loops. Qwest, for example, does not apply the CRUNEC process to orders for special access services. Instead, Qwest performs the construction necessary to provision the special access, such as line conditioning and the addition of repeaters described above, without rejecting the order or demanding that the CLEC, or a retail customer, follow the CRUNEC process – even though the construction required to implement such services is similar in nature to the "construction" required to implement DS1-capable loops.

*Third*, by changing its documentation to eliminate loop conditioning from the category of "incremental facility work" and requiring the CLECs – for the first time – to pay "construction charges" for such conditioning, Qwest has violated its obligation to provide a change management process that "afford[s] an efficient competitor a meaningful opportunity to compete."<sup>30</sup> The Commission has repeatedly emphasized that an adequate CMP is a critical component of a BOC's obligation to provide nondiscriminatory access to its operations support systems ("OSS"), and thus nondiscriminatory access to UNEs under Item 2 of the checklist. As the Commission has stated, "change management problems can impair a competing carrier's

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Commission's preexisting restrictions on the use of DS-1 loops, AT&T intends to order DS1-capable loops in the future.

ability to obtain nondiscriminatory access to UNEs, and hence a BOC's compliance with section 271(c)(2)(B)(ii).”<sup>31</sup> Thus, even if it determines that the CMP is otherwise adequate, the Commission will determine whether “the BOC has adhered to this process over time.”<sup>32</sup>

Qwest's revision of its CRUNEC process constituted both a violation and a misuse of the CMP. To the extent that the changes in Qwest's CRUNEC process fell within the scope of the CMP, Qwest's announcements of those changes in the April 30<sup>th</sup> and July 11<sup>th</sup> Letters did not conform to the CMP document. As previously stated, those Letters described the change as a Level 3 change, which is a change that has a “moderate” effect on CLEC operating procedures. Qwest's actions, however, severely impacted CLEC operations. By reclassifying conditioning as “new construction” for which CLECs must pay additional charges (including a substantial Quote Preparation Fee), Qwest's changes significantly and severely impacted CLEC operations. As a result of the changes, a substantial number of CLEC orders were rejected and delayed, CLECs were forced to follow new procedures that require the submission of two orders and a request for a price quotation, orders for conditioned loops were provisioned beyond the 15-business-day interval for conditioned loops specified in Qwest's SGAT, and CLECs incurred substantial additional costs.

Qwest's classification of its revisions as a Level 3 change was clearly erroneous. Instead, the change should have been classified as a Level 4 change, which the CMP defines as a change that has “a major effect on existing CLEC operating procedures or that require[s] the

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<sup>30</sup> See, e.g., *SBC Michigan 271 Order* ¶ 117; *Qwest Nine-State Order*, App. K ¶ 40.

<sup>31</sup> See *New York 271 Order* ¶ 103. See also, e.g., *SBC Michigan 271 Order*, App. C ¶ 41; *Qwest Nine-State 271 Order*, App. K ¶ 41.

<sup>32</sup> *Qwest Nine-State 271 Order*, App. K ¶ 40; *Pennsylvania 271 Order*, App. C ¶ 40; *New York*

development of new procedures.”<sup>33</sup> Qwest’s own CMP document states that a Level 4 change is, for example, one that increases an interval in the Qwest standard interval guide, adds a new manual process, or limits the availability or functionality of an existing product or existing feature.<sup>34</sup> These are precisely the types of consequences resulting from Qwest’s revision of the CRUNEC process.

Qwest’s misclassification of the change enabled it to implement its revisions to the CRUNEC process even over the CLECs’ objections, without following the procedures of the CMP governing change requests (“CRs”) which involve proposed changes in products and processes. When Qwest classifies a change as a Level 3 change, the CMP simply requires Qwest to provide initial notification at least 31 days prior to the implementation of the change, to give the CLECs 15 days to provide input on the proposed change, and to implement the change until at least 15 days after it issues a final notification following the submission of CLEC comments.<sup>35</sup> By contrast, Qwest must initiate a Level 4 change by submitting a CR, which must go through a multiple-step collaborative process with the CLECs – including joint prioritization of the CR by Qwest and the CLECs – before it may be implemented (if it is implemented at all).<sup>36</sup> Had Qwest followed this procedure and submitted a CR, the changes would never have been implemented, in view of the CLECs’ objections to the reclassification of conditioning activities as construction of “new facilities.”

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271 Order ¶ 102.

<sup>33</sup> See Schultz Decl. ¶ 34 (defining Level 4 changes).

<sup>34</sup> *Id.*, Exh. JMS-CMP-2 (CMP Document), § 5.4.5.

<sup>35</sup> Schultz Decl. ¶ 33.

<sup>36</sup> See *id.* ¶¶ 23-28, 34.

Qwest's revisions of the CRUNEC process also violated the CMP because they unilaterally imposed on CLECs charges for loop conditioning which are *not* required in the interconnection agreements that CLECs have made with Qwest. The CMP document in the Qwest region states that if there is a "conflict between the changes implemented through the CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), *the rates, terms and conditions of such agreement shall prevail* as between Qwest and the CLEC party to such interconnection agreement."<sup>37</sup> Despite this provision, Qwest insisted on collecting charges for conditioning from CLECs, without even attempting to seek an amendment to the interconnection agreements that would have permitted such charges.

In addition to violating the CMP, Qwest *misused* the CMP by invoking it to impose additional charges on CLECs without the approval of the Arizona Corporation Commission. The CMP may not be used for this purpose, because pricing is not properly part of the CMP. Like other States in the Qwest region, Arizona requires that Qwest submit proposed new charges to the State commission for approval – and such charges may become effective only when, and if, the ACC approves them, consistent with federal law and regulations.<sup>38</sup> Rather than follow this requirement, Qwest imposed new charges for loop conditioning through its July 11<sup>th</sup> Letter, which invoked the CMP.

Because of the inconsistency of Qwest's revised CRUNEC process with the CMP and with the requirement of obtaining ACC approval before assessing new charges, the ACC has ordered Qwest to *rescind* its changes (and refund the charges collected thereunder) – and has

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<sup>37</sup> CMP Document § 1.0 (Schultz Decl., Exh. JMS-CMP-2) (emphasis added).

<sup>38</sup> See, e.g., 47 U.S.C. § 252(d)(1).

found that the withdrawal of the changes is necessary to comply with the competitive checklist.

In its recent order, the ACC stated:

To the extent unapproved rates are contained in Qwest's SGAT, Staff believes that they would be considered interim and subject to true up once the Commission approves final rates. However, Staff does not believe that there should be any rates in the SGAT that Qwest has not separately filed with the Commission, along with cost support, for prior review and approval. *To allow Qwest to simply put rates into effect, without the agreement of the CLEC in a particular case through a negotiated interconnection agreement, could be a great impediment to competition.*

Staff agrees with Eschelon with respect to the recently imposed construction charges on CLECs for line conditioning. *Staff is extremely concerned that Qwest would implement such a significant change through the CMP process without prior Commission approval. . . . Staff recommends that Qwest be ordered to immediately suspend its policy of assessing construction charges on CLECs for line conditioning and reconditioning and immediately provide refunds to any CLECs relating to these unauthorized charges. Qwest should reinstitute its prior policy on these issues as reflected in its current SGAT. If Qwest desires to implement this change, then it should notify the Commission in Phase III of the Cost Docket, but must obtain Commission approval of such a change prior to its implementation. To the extent Qwest does not agree to these conditions, Staff recommends that Qwest's compliance with Checklist Items 2 and 4 be reopened. We agree with Staff.*<sup>39</sup>

Given the anticompetitive and discriminatory effects of its revisions to the CRUNEC process, it is clear that Qwest's motive in making the revisions was to impede the availability of DS1-capable loops to CLECs – and, as a result, the CLECs' ability to compete. Because of the revisions, the CLECs experienced order rejections or “holds” on the ground that “construction” was required. As a result, the CLEC was faced with three possible choices: (1) cancel the loop order altogether; (2) order special access; or (3) use the CRUNEC process.

Whatever the CLEC's decision, its choice gave Qwest a competitive advantage. If the CLEC cancelled the order, Qwest retained the customer. If the CLEC chose to order special access, Qwest would receive revenues far higher than those it receives for DS1-capable loops. Using the revised CRUNEC process would impose additional costs on the CLECs and delay provisioning of orders for DS1-capable loops (to the dissatisfaction of CLEC customers). Although this is clearly a "win-win" situation for Qwest, it plainly is not a process that comports with the requirements of Section 271.

**B. Qwest's Recently-Adopted "Interim Policy" Does Not Cure Its Violation of the Competitive Checklist.**

After Qwest issued its July 11<sup>th</sup> Letter, CLECs strongly protested to Qwest that its decision to impose charges for line conditioning was unlawful and contrary to Qwest's own SGAT, which continues to classify line conditioning as "incremental facility work" that is performed without charge to CLECs. In late July, certain CLECs filed a Petition for Enforcement with this Commission in the *Qwest III* proceeding, pursuant to Section 271(d)(6), on the ground that Qwest's revised policy was contrary to its representation in its previous Section 271 Application that loop conditioning was incremental facility work. The Staff of the ACC expressed similar concerns, and recommended in a Proposed Order that it submitted to the ACC (and which was adopted by the ACC on September 16) that Qwest be ordered to "suspend" its new policy and reinstate the existing one, and that the ACC reevaluate its previous finding of compliance with Checklist Items 2 and 4 if Qwest refused to do so.<sup>40</sup>

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<sup>39</sup> ACC Order at ¶¶ 108-109 (Attachment 5 hereto) (emphasis added).

<sup>40</sup> See Proposed Order issued August 19, 2003, in ACC Docket No. T-00000A-97-0238, *supra*, at ¶ 109. Qwest suggests in its Application that the Commission should make no ruling in the instant proceeding regarding the lawfulness of Qwest's construction policies as they apply to

On August 8, after receiving the objections of the CLECs and the ACC Staff, Qwest advised the CLECs that during a CMP meeting scheduled for August 15, it was prepared to discuss its “intent to suspend the current processes associated with the build of DS1 Capable Unbundled Loops” under the CRUNEC process.<sup>41</sup> During the meeting (a conference call) on August 15, Qwest stated that it would withdraw its revisions and reinstate the previous CRUNEC process – and therefore would again classify loop conditioning as incremental facility work to be performed without charge. Qwest also stated during the conference call that it would meet with CLECs outside of the CMP and attempt to obtain agreement on the issue.

Whether Qwest has returned to its processes that were in effect before June 16, however, is highly questionable. And if Qwest has *not* fully returned to its previous processes, it remains unclear precisely what aspects of those processes Qwest has, or has not, readopted.

On August 20, Qwest provided CLECs with a document describing the process that it would implement in response to the CLECs’ comments. Although the document appeared to remove most conditioning activities from the CRUNEC process, Qwest described the process set forth in the document as an “interim process” that Qwest would “temporarily implement” until “the CLECs and Qwest develop a long term process.”<sup>42</sup> Qwest’s characterization of this

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DS-1 loops, because this issue is currently being considered both by the ACC and by the Commission itself in the *Qwest III* docket involving the CLECs’ Petition for Enforcement. *See* Application at 27. Qwest is incorrect. Qwest’s construction policies are part of the processes of ordering and provisioning UNEs and loops. Thus, the Commission *must* consider whether Qwest’s policies are nondiscriminatory, just, and reasonable in order to make a complete assessment of Qwest’s compliance with Items 2 and 4 of the checklist.

<sup>41</sup> *See* Letter from Qwest to Sharon Van Meter (AT&T), dated August 8, 2003, at 1 (attached hereto as Attachment 6).

<sup>42</sup> *See* Qwest Notification (Document Number GENL.08.20.03.F.01537.DS1Capable Loop\_CRUNEC), dated August 20, 2003, at 1 & Att. at 1 (“August 20<sup>th</sup> Notification”) (attached



new process as “interim” and “temporary” was inconsistent with its previous representation that it would reinstate its preexisting policy regarding line conditioning. Qwest had never previously described as “interim” the process that it had in effect prior to June 16 (the date on which the changes described in its April 30<sup>th</sup> Letter became effective). Furthermore, the August 20<sup>th</sup> document indicated that Qwest was making little change in its requirement, set forth in the July 11<sup>th</sup> Letter, that CLECs must pay charges for the removal of load coils.<sup>43</sup>

Qwest’s August 20th document also did not make clear whether all of the other conditioning activities for which it had collected additional charges would now be again designated as incremental facility work. For example, Qwest stated that under the “interim process,” the “other network functions” that it would perform without change included the placement of *one* apparatus case – suggesting that Qwest would not install two or more apparatus cases on a loop without requiring the CLEC to follow the CRUNEC process and pay additional charges.<sup>44</sup> Such a policy would have been inconsistent with the Commission’s finding in the *Triennial Review Order* that attaching apparatus cases “is already standard practice in most areas of the country” and “is easily accomplished.”<sup>45</sup>

On August 27 (one week before it filed its Application), Qwest issued a red-lined version of the August 20<sup>th</sup> document that made a substantial number of changes in that

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hereto as Attachment 7). The document attached to Qwest’s August 20<sup>th</sup> Notification will be described hereinafter as the “August 20<sup>th</sup> document”).

<sup>43</sup> Qwest still required that CLECs pay charges for the removal of four or more coils. *Id.*, Att. at 1 (listing “Removal of 3 or fewer Load Coils” as work that Qwest would perform for CLECs without charge).

<sup>44</sup> *Id.*, Att. 1 at 1.

<sup>45</sup> *Triennial Review Order* ¶ 635.

document. For example, Qwest deleted the limitation on the number of load coils that it removes without charge.<sup>46</sup> The red-lined document issued on August 27, however, raised more questions than it answered. Qwest amended the August 20<sup>th</sup> document to provide that “During the Interim Process,” it would “develop, explain, and present a new process for provisioning of DS1-capable loops when they are not available in the inventory but that can be constructed if facilities are re-engineered.”<sup>47</sup> This constituted a significant change from the August 20<sup>th</sup> document, which did not contain the phrase “during the interim process” and had described the “new process” as an “*expedited construction process* to allow CLECs to acquire DS1-capable loops” when they are not available.<sup>48</sup>

Qwest’s insertion of yet another reference to an “interim process,” together with its revision of the description of the “new process,” in the August 27<sup>th</sup> red-lined document provided further evidence that it would *not* readopt or maintain the CRUNEC process as it existed prior to June 16. Moreover, Qwest’s assertion in the red-line document that it would “develop, explain and present a new process” regarding DS-1 provisioning when facilities are unavailable suggested that Qwest would determine that process unilaterally, regardless of whether the CLECs object. The red-lined document itself is evidence that Qwest would determine a “new process” unilaterally, because Qwest issued it without consultation with the CLECs – contrary to its promise on August 15 that it would meet with CLECs to discuss the process and attempt to obtain agreement.

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<sup>46</sup> See letter from Qwest to Carla Pardee (AT&T), dated August 27, 2003, at 1 & Att. at 1 (attached hereto as Attachment 8) (“August 27<sup>th</sup> Letter”).

<sup>47</sup> Red-lined document released with August 27<sup>th</sup> Letter, at 1-2 (“August 27<sup>th</sup> Red-Lined Document”) (Attachment 9 hereto).

<sup>48</sup> See August 20<sup>th</sup> Notification, Att. at 1 (Attachment 7) (emphasis added).

During the week of September 15, Qwest made more revisions in its August 20<sup>th</sup> document. On September 15, Qwest issued a new red-lined version of the document, which deleted: (1) any description of the current process as an “interim” process; and (2) the limitation on the number of apparatus cases that Qwest would install without applying the CRUNEC process.<sup>49</sup> Qwest also revised its description of the “new process” that it would develop to provide that it would develop, explain, and prevent that process “in collaboration with the CLECs through the CMP.”<sup>50</sup> This commitment to collaboration “through the CMP,” however, did not make clear whether Qwest would classify its “new process” as a Level 3 change – as it had done in the case of the changes announced in April and July – rather as a Level 4 change that would require it to use the change request process under the CMP.

On September 18, Qwest issued yet another notice with a new red-lined version of its August 20<sup>th</sup> document.<sup>51</sup> The new version deleted altogether from the document Qwest’s previous statement (in the September 15<sup>th</sup> red-lined version) that “Qwest will develop, explain and present a new process for provisioning of DS1-capable loops in collaboration with the CLECs through the CMP.”<sup>52</sup> It is unclear whether this deletion reflects an abandonment of Qwest’s intention to develop a “new process,” or a decision by Qwest simply to develop such a process without collaborating with the CLECs.

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<sup>49</sup> See “Qwest Provisioning Process – Unbundled Local Loop – DS1 Capable Loop and CRUNEC – Effective August 20, 2003,” red-lined document issued September 15, 2003, at 1-2 (“September 15<sup>th</sup> Red-Lined Document”). A copy of this document is attached hereto as Attachment 10.

<sup>50</sup> September 15<sup>th</sup> Red-Lined Document at 2.

<sup>51</sup> See letter from Qwest to Carla Pardee (AT&T), dated September 18, 2003, and red-lined document attached thereto (attached hereto as Attachment 11).

<sup>52</sup> *Id.*, Att. at 2 (Attachment 11).

The September 18<sup>th</sup> red-lined document represents the *fourth* set of revisions that Qwest has made in the August 20<sup>th</sup> document in the four weeks since its original issuance.<sup>53</sup> The frequency and extent of these changes only provide an additional basis for questioning whether the changes are cosmetic efforts by Qwest to prevent its Application from being jeopardized, as opposed to a good faith attempt by Qwest to implement the directive of the ACC.<sup>54</sup>

At an open meeting before the ACC on September 8, 2003, counsel for Qwest agreed to return “100%” to the processes in place prior to June 16. Nonetheless, to date Qwest has not expressly withdrawn the policy it described in the April 30<sup>th</sup> and July 11<sup>th</sup> Letters. Furthermore, despite the ACC’s directive that it “immediately provide refunds to CLECs relating to these unauthorized charges,” Qwest has simply “offered” to make refunds in its September 5<sup>th</sup> red-lined document, and required CLECs to submit a request if they desire refunds.<sup>55</sup>

Given these facts, there is no reason to believe that Qwest has fully abandoned its policy of applying the CRUNEC process to loop conditioning. Qwest purported to change that policy only shortly before it filed with its Application with the Commission. The August 20<sup>th</sup>

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<sup>53</sup> Qwest issued another red-lined version on September 5, which clarified its previous commitment to specify that it would waive all conversion charges for circuits originally ordered between June 16 and August 20, and not merely for circuits installed during the same period (as Qwest had previously stated).

<sup>54</sup> It appears that Qwest has not even developed adequate processes to implement the commitments that it made in the August 20<sup>th</sup>, as revised by the subsequent red-lined versions that it issued. According to a recent *ex parte* submission by Eschelon in this proceeding, despite Qwest’s promise in that document to convert the lines that CLECs had to order as private lines due to the revisions in the CRUNEC process that it announced in July, Qwest still has not implemented a conversion process that works – and “conversion orders are at a standstill” – even after Qwest provided three different processes to Eschelon. See electronic mail message dated September 16, 2003, from Karen L. Clauson (Eschelon) to Jodi Smith (DOJ) (“Subject: DS1 capable loop update”), included in *ex parte* submission from Karen L. Clauson submitted September 18, 2003.

<sup>55</sup> See August 20<sup>th</sup> document at 2 (Attachment 7).

document, and the stream of red-lined versions that have followed, still do not make clear whether, or to what extent, Qwest has readopted its previous policy of making the CRUNEC process inapplicable to loop conditioning.

Even if Qwest has reverted to its pre-June 16 CRUNEC process, there is ample reason to believe that, as soon as its Application is approved, Qwest will reinstate the revised process that it purportedly withdrew. Until last week, Qwest characterized its recent about-face as an “interim” process, and that it would develop a “new” process. Moreover, Qwest’s past behavior suggests that it adopted the “interim” process as a temporary device to avoid denial of its Application. Qwest issued its July 11<sup>th</sup> Letter expressly announcing the applicability of the CRUNEC process to conditioning activities only two weeks after the Commission approved its Section 271 Application for Minnesota – leaving Arizona as the only State in its region that had not yet received 271 approval. Given the timing of the letter, it appears that Qwest waited until the Commission approved its Applications for the 13 other States before it acknowledged the changes in its process. Similarly, in view of the inconsistency of these changes with the requirements of the competitive checklist, Qwest had every reason to give the appearance of withdrawing them until the Commission has ruled on its Application for Arizona.

For these reasons, the Commission should find that Qwest’s provisioning of DS1-capable loops does not satisfy checklist items two (nondiscriminatory access to unbundled elements) and four (unbundled loops).

**II. QWEST VIOLATES CHECKLIST ITEM 2 BY NOT HAVING ADEQUATE PROCESSES FOR ENSURING THAT DEFECTS IN ITS NEWLY-IMPLEMENTED SOFTWARE ARE CORRECTED PROMPTLY.**

The Commission has recognized in prior section 271 orders “the importance of reducing the number of [software] coding defects that require competing carriers to modify their electronic ordering processes.”<sup>56</sup> In this regard, the Commission noted approvingly in prior orders that BellSouth has committed itself in its change management plan to correcting software defects within specific time intervals according to the severity of the defect.<sup>57</sup> The Commission further noted approvingly that BellSouth also adopted a metric to measure “the intervals for defect repairs.”<sup>58</sup>

In contrast to BellSouth, Qwest does not have adequate processes in place to ensure that defects in its newly-implemented software are corrected promptly. As an initial matter, AT&T’s experience is that Qwest rarely admits to defects in its systems, and instead routinely labels software problems as problems in the software “documentation.” When Qwest labels a defect as a “documentation” defect, as it invariably does, it just revises the documentation without revising its software. As a result, CLECs are forced to assume the

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<sup>56</sup> *Georgia/Louisiana 271 Order*, ¶ 195; see also *BellSouth 5-State 271 Order*, ¶ 200 (noting that the Commission “share[s] the concern” of DOJ and CLECs regarding “the number of defects in BellSouth’s releases”).

<sup>57</sup> *Georgia/Louisiana 271 Order*, ¶ 195 & n.744 (noting that “[t]he Change Control Process requires BellSouth to correct ‘High Impact’ defects within 10 business days, ‘Medium Impact’ defects within 90 business days, and ‘Low Impact’ defects with ‘best effort,’ although BellSouth has committed to a 120 day interval”); *BellSouth 5-State 271 Order*, ¶ 201 & n.780 (noting that BellSouth had revised its standard to require “high-impact” defects to be corrected within 10 days, “medium impact” defects to be corrected within 30 days, and “low impact” defects to be corrected within 45 days).

<sup>58</sup> *BellSouth 5-State 271 Order*, ¶ 201; *Georgia/Louisiana 271 Order*, ¶ 195 (stating that the Commission was “reassured . . . that new metrics being developed in Georgia will measure how well BellSouth fixes defects within the required timeframes”).

burden of fixing the underlying problem and often must re-program *their* systems. Qwest will only revise its software if the CLEC submits a change request to Qwest for repair of the defect, which takes considerable time to implement.

AT&T recently encountered a problem when it attempted to place orders that included multiple call-blocking features (such as 900-number call-blocking or international call-blocking). When CLECs place orders including such call-blocking features, they must list the features in a certain field of the LSR. *After* Qwest's software was in production, Qwest informed CLECs that the blocking features must be listed in alphabetical order on the LSR – a requirement not specified in Qwest's documentation – or else they will not be processed. AT&T views the failure of Qwest's systems to process call-blocking requests that are not alphabetized as a system defect, but Qwest deemed the problem a mere documentation issue and did nothing more than change its documentation. As a result, AT&T was forced to revise *its* systems and retrain its personnel to work around Qwest's defect.

Significantly, Qwest recently rejected a proposed amendment to its change management plan that would have closed this loophole permitting it to avoid correcting system defects by (mis)labeling them as mere documentation problems. On April 15, 2003, MCI submitted a change request ("CR") proposing that Qwest's change management plan be amended to classify defects in Qwest's software according to their severity and to specify that Qwest is required to fix each category of defect within a specific number of days.<sup>59</sup> MCI's specific proposal, which is modeled after the provisions of the BellSouth change management plan, is

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<sup>59</sup> Qwest's change management plan currently provides that IT trouble tickets are assigned one of four severity levels, but does not commit Qwest to fixing any level of defect within a specific time interval. See Qwest Wholesale Change Management Process Document §§ 12.3 – 12.5,

attached as Attachment 12. This proposal unequivocally required Qwest to “*correct* problems discovered in production versions of an interface,” which are defined as problems “where the interface is not working in accordance to the user requirements or the business rules published by Qwest.”<sup>60</sup> This language would preclude Qwest from merely changing its documentation and leaving the underlying problem in the interface uncorrected.

MCI’s proposal was discussed in meetings conducted pursuant to the change management process over several months. Qwest consistently opposed MCI’s proposal on the ground that it is not practicable for Qwest to commit to fixed time frames for remedying defects of particular severity levels. On August 29, 2003, Qwest voted against MCI’s change request, while all of the CLECs who voted, including AT&T, voted in favor of it. Unanimous agreement is required to amend Qwest’s change management plan.<sup>61</sup> As a result, Qwest’s veto of MCI’s change request means that it is formally rejected and that no further action will be taken as part of the change management process.

Qwest’s refusal to agree to language in the change management plan requiring it to correct all system defects flies in the face of the Commission’s implicit recognition in the BellSouth orders that it is the BOCs’ burden to repair defects in their software. As matters stand now, CLECs often bear the burden of reprogramming their systems to address Qwest system defects, forcing CLECs to expend time and money to their competitive detriment. As the Commission has recognized, software defects are a matter of significant “importance” to CLECs,

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Schultz Decl., Exh. JMS-CMP-2.

<sup>60</sup> *Id.* (emphasis added); *see also id.* (providing that “[c]orrection” of defects “will occur” within fixed time intervals) (emphasis added).

<sup>61</sup> Schultz Decl. ¶ 16.



particularly when they force CLECs to go to the effort of modifying their own electronic ordering processes.<sup>62</sup>

Qwest's refusal to commit to fixed time frames for resolving software defects also has significant competitive consequences to CLECs. As matters stand now, CLECs have no idea when corrections will be made or how repair efforts will be prioritized. This uncertainty is extremely disruptive to CLECs' ordering activities.

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<sup>62</sup> *Georgia/Louisiana 271 Order*, ¶ 195.

**CONCLUSION**

For the foregoing reasons, Qwest's Application for authorization to provide in-region, interLATA services in Arizona must be denied.

Respectfully submitted,

/s/ Richard A. Rocchini

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September 24, 2003

**CERTIFICATE OF SERVICE**

I hereby certify that on this 24<sup>th</sup> day of September, 2003, I caused true and correct copies of the forgoing Comments of AT&T Corp. to be served on all parties by mailing, postage prepaid to their addresses listed on the attached service list.

Dated: September 24, 2003  
Washington, D.C.

/s/ Peter M. Andros

Peter M. Andros

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<sup>63</sup> Filed electronically via ECFS

# Attachment 1



April 30, 2003

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TO: Mitchell Menezes

<b>Announcement Date:</b>	<b>April 30, 2003</b>
<b>Proposed Effective Date:</b>	<b>June 16, 2003</b>
<b>Document Number:</b>	<b>PROS.04.30.03.F.01071.CRUNEC</b>
<b>Notification Category:</b>	<b>Process Notification</b>
<b>Target Audience:</b>	<b>CLEC, Resellers</b>
<b>Subject:</b>	<b>CMP - Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V4.0</b>
<b>Level of Change:</b>	<b>Level 3</b>
<b>Associated CR Number or System Release Number:</b>	<b>Not Applicable</b>

**Summary of Change:**

On April 30, 2003, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V4.0. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

Qwest is modifying/changing the existing manual process by removing conditioning as a limiting factor of the CRUNEC process as it relates to DS1 Capable Loops when facilities are not available.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/crunec.html>.

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

**Timeline:**

Planned Updates Posted to Document Review Site	Available April 30, 2003
CLEC Comment Cycle on Documentation Begins	Beginning May 1, 2003
CLEC Comment Cycle Ends	5:00 PM, MT May 15, 2003
Qwest Response to CLEC Comments (if applicable)	Available May 30, 2003 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	June 16, 2003

If you have any questions on this subject, please submit comments though the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the ?Subscribe/Unsubscribe? web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Qwest Sales Representative  
Doug Slominski

## **Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) – V3.0V4.0**

History Log (Link blue text to: [Attach New Download CRUNEC\\_History\\_Log.doc](#))

### **Description**

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

- Line and Station Transfers (LSTs): Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.
- Cable Throws (also known as Section Throws or Plant Rearrangements): Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).
- Incremental Facility Work: Completing facilities to an end-user's premises (e.g., Conditioning, place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL) (Link blue text to: <http://www.qwest.com/wholesale/pcat/eel.html>)
- Loop MUX Combination (LMC) (Link blue text to: <http://www.qwest.com/wholesale/pcat/lmc.html>)
- Sub-Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/subloop.html>)
- Unbundled Dark Fiber (UDF) (Link blue text to: <http://www.qwest.com/wholesale/pcat/darkfiber.html>)
- Unbundled Dedicated Interoffice Transport (UDIT) (Link blue text to: <http://www.qwest.com/wholesale/pcat/udit.html>)
- Unbundled Local Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/unloop.html>)
- Unbundled Network Elements-Platform (UNE-P) (link blue text to: <http://www.qwest.com/wholesale/pcat/une.html>)

For specific information regarding the above products and services refer to the individual Product Catalog (PCAT).

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### **Availability**

CRUNEC is available throughout Qwest's 14-state local service territory within Qwest's exchange boundaries limited by various stipulations including, but not limited to governmental or jurisdictional restrictions. (Link blue text to: <http://www.qwest.com/wholesale/pcat/territory.html>)



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## **Terms and Conditions**

- To obtain additional facilities, you must submit a CRUNEC request. Such requests will be evaluated on an Individual Case Basis (ICB). You will be responsible for any construction charges that a Qwest retail end-user would be responsible for paying.

State specific Terms and Conditions may apply refer to state specific Regulatory Agencies identified in Regulatory Commissions and Telecommunications Associations (Link blue text to: <http://www.qwest.com/wholesale/clecs/rcta.html>) for information.

When you order the same or substantially similar service available to Qwest retail end-users, Qwest will not charge for CRUNEC where such charges are not provided in the state specific Tariffs/Catalogs/Price Lists (Link blue text to: <http://tariffs.qwest.com:8000/>) or where such charges would not be applied to a Qwest retail end-user.

Qwest bills for CRUNEC only when facilities, which would not otherwise be constructed by Qwest, are being constructed solely upon your request, or when you request construction involving a timeline that is shorter than defined by Qwest.

If at any time during the CRUNEC process you miss the critical timeframes, you must restart the process by submitting a new service request for the UNE being ordered.

## **Technical Publications**

Technical characteristics for the product supported by the UNE for which you are requesting CRUNEC are described in the Technical Publications section of the product specific PCAT.

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## **Pricing**

### **Rate Structure**

Nonrecurring charges are comprised of the following rate elements:

- Quote Preparation Fee (QPF)
- CRUNEC Quote

The QPF is a nonrecurring charge assessed prior to preparing the CRUNEC quote. A credit for the QPF will be applied to the cost of construction if you accept the quoted CRUNEC price.

Qwest retains the QPF if you choose not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, you decide to discontinue the construction, Qwest will refund your payment, excluding expenditures already incurred for the Engineered, Furnished and Installed (EF&I) of the requested UNE and the QPF, with a brief description of the work completed. Contact your Qwest Service Manager to cancel the construction. (link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction. EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

Qwest uses current EF&I cost including, but not limited to material and supplies, engineering, supervision and labor, overhead expenses for construction operations, cost incurred due to unusual conditions, and property owner and governmental requirements (e.g., Rights-of-Way, moratoriums, environmental studies).

## **Rates**

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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## **Tariffs, Regulations and Policies**

Tariffs, regulations and policies are located in the state specific Tariffs/Catalogs/Price Lists. (Link blue text to: <http://tariffs.qwest.com:8000/>)

When facilities are not available, Qwest will build facilities dedicated to an end-user if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated to build UNEs, but will consider requests to build UNEs pursuant to Section 9.19 (or Section 9.20 as may apply) of the appropriate state Statement of Generally Acceptable Terms and Conditions (SGAT) (Link blue text to: <http://www.qwest.com/about/policy/sgats>) with exceptions that may apply where Commission Orders or State Requirements exist. The CRUNEC process is how Qwest implements the requirements outlined in Section 9.19 (or Section 9.20). Nothing in this PCAT shall be construed as modifying Qwest obligations under the SGAT.

Network elements will not be built if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. All quotes will be based on Qwest's approved facilities, materials and vendors.

If Qwest constructs a network element that satisfies the Federal Communications Commission (FCC) description of a UNE, a facility or equipment used in the provision of telecommunications service, that network element shall be deemed a UNE. Once the facility is constructed, Qwest retains ownership and responsibility for administration and maintenance of the facility.

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## **Implementation**

### **Prerequisites**

To request CRUNEC, your Interconnection Agreement must contain the appropriate construction language or you must amend your Interconnection Agreement prior to placing a request for CRUNEC. Information regarding amending your Interconnection Agreement, information is located in the Negotiations Template Agreement. (Link blue text to: <http://www.qwest.com/wholesale/clecs/negotiations.html>)

## Ordering

When you submit a service request for EEL, LMC, Sub-Loop, Unbundled Local Loop, **ADD** UNE-P, UDF or UDIT products or services, the process used to determine if facilities are available is equivalent to the process used to determine if assignable facilities exist for Qwest retail services. This includes checking for:

- Spare or partially connected facilities
- Disconnect orders
- LSTs
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

If facilities are not available, your service request will be returned to you with a message indicating facilities are not available and to contact your Qwest Service Manager for options. (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

If you choose to initiate CRUNEC, you will need to complete a two-step process then resubmit your service request. The first step includes the Quote Preparation Fee (QPF) contract and the second step includes the CRUNEC contract.

The first step requires you to complete the following:

- Contact your Qwest Service Manager to have a QPF contract sent to you. When requesting the QPF contract you will need to provide the following information to your Qwest Service Manager:
  - CLEC name
  - Contact name
  - Contact telephone number
  - Billing address
  - Fax number
  - Contact email address
- A QPF contract will be generated by the Qwest Billing and Receivable Tracking (BART) system and sent to you. The QPF contract includes terms and conditions, the QPF and a Billing Account Number (BAN). To accept the QPF contract, return the signed QPF contract and full QPF payment, within 30 business days. In addition, contact your Qwest Service Manager and provide the following information:
  - Type and quantity of UNE(s)
  - Address of requested UNE(s), city, county, state.
  - Common Language Location Identification (CLLI™) code of Serving CO
  - CLLI code of End CO
  - Brief description of UNE(s) requested

If you do not remit the full QPF payment along with the original signed contract, a CRUNEC quote will not be provided.

Within 20 business days of receiving your signed QPF contract and full QPF payment, the CRUNEC quote will be emailed to you and your Qwest Service Manager. The CRUNEC quote contains a breakdown of labor and material costs along with a brief description of work (e.g., place card in apparatus case in a manhole, place 2,500 feet of cable).

The second step requires you to complete the following:

- After reviewing the CRUNEC quote, if you choose to accept the quote, you must contact your Qwest Service Manager within the timeframe as defined in your Interconnection Agreement and request a CRUNEC contract to be sent to you. If you do not have a timeframe defined in your Interconnection Agreement you have 90 business days from the day the CRUNEC quote was emailed to you to respond or the CRUNEC quote is invalid. To restart the process, submit a new service request for the UNE being ordered.
- When you receive the CRUNEC contract you have 30 business days to return the signed CRUNEC contract and the full payment identified in the CRUNEC quote or the CRUNEC contract is cancelled. An estimated Ready for Service Date will be provided within five business days after Qwest's Engineering is notified the signed CRUNEC contract and full CRUNEC payment was received. Contact your Qwest Service Manager if you have questions and be prepared to provide your BAN number found on the CRUNEC contract.

When you accept the CRUNEC quote, you must resubmit your service request and associate it with the CRUNEC by completing the following fields on the Local Service Request (LSR) or Access Service Request (ASR) form:

- In the MANUAL IND field Include a 'Y'
- In REMARKS include the BAN found on your CRUNEC contract

Failure to provide the above information limits Qwest's ability to associate your requested UNE with the constructed facility.

The following table provides additional assistance in determining the activities, timeframes and deliverables required for CRUNEC:

<b>CRUNEC Activities</b>	<b>Responsible Party</b>	<b>Timeframes</b>	<b>Required Deliverable</b>
<b>QPF Contract Request</b>	CLEC and Qwest Service Manager	Not applicable	<ul style="list-style-type: none"> <li>• Name of CLEC</li> <li>• Contact name</li> <li>• Contact telephone number, Fax number, and email address</li> <li>• Billing address</li> </ul>
<b>Delivery of the QPF Contract</b>	Qwest BART	Not applicable	<ul style="list-style-type: none"> <li>• QPF Contract</li> </ul>
<b>QPF Contract Acceptance</b>	CLEC	30 business days *	<ul style="list-style-type: none"> <li>• Signed QPF contract</li> <li>• Full QPF payment</li> <li>• Type and quantity of UNE(s)</li> <li>• Address of requested UNE(s), city, county, state.</li> <li>• CLLI code of Serving CO</li> <li>• CLLI code of End CO</li> <li>• Brief description of UNE(s) requested</li> </ul>
<b>Delivery of CRUNEC Quote</b>	Qwest	20 business days after QPF Contract Acceptance.	<ul style="list-style-type: none"> <li>• CRUNEC quote</li> </ul>
<b>CRUNEC Quote Acceptance</b>	CLEC	Interval as defined in your Interconnection	<ul style="list-style-type: none"> <li>• Notification to Qwest Service Manager</li> </ul>

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
		Agreement. If not defined, the interval is 90 business days *	
<b>CRUNEC Contract Acceptance</b>	CLEC	30 business days *	<ul style="list-style-type: none"> <li>Signed CRUNEC contract</li> <li>Full CRUNEC quote payment.</li> </ul>
<b>Resubmit the service request</b>	CLEC	Recommended to resubmit the service request at the same time you return the signed CRUNEC contract and full CRUNEC quote payment.	<ul style="list-style-type: none"> <li>Resubmit the LSR or ASR in the MANUAL IND field Include a 'Y'</li> <li>In REMARKS include the (BAN) found on your CRUNEC contract</li> </ul>
<b>Estimated Ready for Service Date</b>	Qwest Service Manager	5 business days after Qwest Engineering is notified signed CRUNEC contract and full CRUNEC payment was received.	<ul style="list-style-type: none"> <li>Estimated Ready for Service Date</li> </ul>
<b>Construction</b>	Qwest	ICB	<ul style="list-style-type: none"> <li>Completed Construction</li> </ul>

\* If you do not provide the deliverables identified in the table above in the specified timeframe you must restart the process by submitting a new service request for the UNE being ordered.

For information about delayed service request handling information can be found in the Ordering Overview. (Link blue text to: <http://www.qwest.com/wholesale/clecs/ordering.html>)

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## Provisioning and Installation

General provisioning and installation activities are described in the Provisioning and Installation Overview. (Link blue text to: <http://www.qwest.com/wholesale/clecs/provisioning.html>)

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## Billing

Billing and Receivable Tracking (BART) billing is described in Billing Information - Billing and Receivable Tracking (BART). (Link blue text to: <http://qwest.com/wholesale/clecs/bart.html>)

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## Training

### Qwest 101: "Doing Business with Qwest"

- This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services,

Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here to learn more about this course and to register. (Link blue text to: [http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html))

View additional Qwest courses by clicking on Course Catalog. (Link blue text to: <http://www.qwest.com/wholesale/training/coursecatalog.html>)

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## **Contacts**

Qwest contact information is available in the Wholesale Customer Contacts. (List blue text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)

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## **Frequently Asked Questions (FAQs)**

### **1. Can an estimate of possible construction charges be obtained prior to submitting a CRUNEC request?**

No. Estimated pricing will not be available prior to the assessment and payment of the QPF.

### **2. What happens if a CLEC cancels CRUNEC in the middle of construction being performed?**

You are responsible for the already incurred EF&I cost for the work completed. Should you chose to discontinue the CRUNEC work, Qwest will refund your payment, excluding expenditures already incurred for the EF&I of the requested service and the QPF, with a brief description of the work completed.

### **3. Are previous Dark Fiber Initial Record Inquiry (IRI) fees refunded if a CLEC goes through CRUNEC for additional facility placing?**

No. You are requesting a separate process as a result of a previous fiber inquiry request field verification not finding facilities.

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**Last Update: January 31, 2003 June 16, 2003**

CLLI™ is a Trademark of Telecordia Technologies, Inc.

META Tags: Special Construction; Facilities Not Available, EEL, Enhanced Extended Loop, UDF, Unbundled Dark Fiber, UBL, Unbundled Local Loop, UDIT, Unbundled Dedicated Interoffice Transport, LMC, Loop MUX Combination, Sub-Loop, CRUNEC, EF&I, LST, Cable Throws, POLR, Fiber Based Facilities, Copper Based Facilities, UNE Construction, Incremental Facility Work, QPF, Construction Quote Preparation Fee, Quote Preparation Fee, CRUNEC process, CLEC Requested UNE Construction,

## Attachment 2



April 1, 2003

Mitchell Menezes  
AT&T  
1875 Lawrence Street  
Denver, CO 80202  
mmenezes@att.com

TO: Mitchell Menezes

<b>Announcement Date:</b>	<b>April 1, 2003</b>
<b>Effective Date:</b>	<b>April 15, 2003</b>
<b>Document Number:</b>	<b>TARI.04.01.03.B.000125_Tari_Cont</b>
<b>Notification Category:</b>	<b>Tariff /Contract Notification</b>
<b>Target Audience:</b>	<b>CLEC's, Resellers</b>
<b>Subject:</b>	<b>Zero Rating of DSL Conditioning for Unbundled Loop and Loop Splitting</b>

On March 4, 2003, Qwest provided notice to CLECs of the opportunity to request at no charge load coil and excessive bridged tap removal from any Line Sharing copper facility or UBL copper facility (including Line Splitting and Loop Splitting Products).

As indicated in the March 4, 2003 notice, all conditioning parameters will be defined by Qwest in applicable external documentation, and once conditioning has been requested and performed, if the end-user's Voice Grade service is degraded beyond Voice capability, the necessary Load Coils will be restored and the CLEC that requested the Conditioning will be billed for this restoral.

As discussed in the CMP ad hoc meeting on this subject, this change will be implemented on April 15, 2003. As of that date, Qwest will provide removal of load coils and excessive bridged taps at no charge. Qwest will not require a contract amendment to change the rate for removal of load coils and excessive bridged taps of Unbundled Loop and Line Sharing products. Qwest reserves the right to revert to the contractual rate for this type of conditioning upon appropriate notice. If any regulatory body issues a ruling related to this change, or upon other applicable event, this change may be subject to the conditions described under Change in Law Provisions of the SGAT (Section 2.2) or the applicable interconnection agreement.

If you have any questions or would like to discuss this notice please contact your Qwest Service Manager, Doug Slominski on (303) 896-0799. Qwest appreciates your business and we look forward to our continued relationship.

Sincerely,

Qwest



Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

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<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Qwest Sales Representative  
Doug Slominski

## Attachment 3



## Qwest Response to Document In Review

**Response Date:** May 21, 2003  
**Document:** Product/Process: CRUNEC  
**Original Notification Date:** April 30, 2003  
**Notification Number:** PROS.04.30.03.F.01071.CRUNEC  
**Category of Change:** Level 3

Qwest recently posted proposed updates to Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V4.0. CLECs were invited to provide comments to these proposed changes during a Document Review period from May 1, 2003 through May 15, 2003. The information listed below is Qwest's Response to CLEC comments provided during the review/comment cycle.

### Resources:

Customer Notice Archive [http://www.qwest.com/wholesale/cmp/review\\_archive.html](http://www.qwest.com/wholesale/cmp/review_archive.html)  
 Document Review Site <http://www.qwest.com/wholesale/cmp/review.html>

If you have any questions on this subject or there are further details required, please contact Qwest's Change Management Manager at [cmpcomm@qwest.com](mailto:cmpcomm@qwest.com).

### Qwest Response to Product/Process: CRUNEC Comments

#	Page/Section	CLEC Comment	Qwest Response
1		<i>Name of CLEC: Covad</i> <i>Date received: 5/13/03</i> Comment: Covad would like to express our concern with the removal of the word 'conditioning' from the CRUNEC document. We are not comfortable with the removal of 'conditioning' from the exemption clause for the requirement to use the CRUNEC process. If this is removed, we would suggest that another line stating that facility modifications, removal of bridge tap and/or load coils are exempt from the CRUNEC process.	Removal of the word "conditioning" from the pcat language allows the CLEC to use CRUNEC for the build process of products where before they could not. Current products that have conditioning at no charge will not be affected.  Qwest respectfully declines this comment.

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process. Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

## Attachment 4



July 11, 2003

Doug Denney  
AT&T  
1875 Lawrence Street - Suite 10-72  
Denver, CO 80202-  
ddenney@ems.att.com

TO: Doug Denney

<b>Announcement Date:</b>	<b>July 11, 2003</b>
<b>Proposed Effective Date:</b>	<b>August 25, 2003</b>
<b>Document Number:</b>	<b>PROD.07.11.03.F.03468.UNECRUNEC_V5.0</b>
<b>Notification Category:</b>	<b>Product Notification</b>
<b>Target Audience:</b>	<b>CLECs, Resellers</b>
<b>Subject:</b>	<b>CMP - Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V5.0</b>
<b>Level of Change:</b>	<b>Level 3</b>
<b>Associated CR Number or System Release Number:</b>	<b>Not Applicable</b>

**Summary of Change:**

On July 11, 2003, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V5.0. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

The update is associated with a modification to an existing manual process. In the Pricing section, a special fee for quote preparation of a simple facility rearrangement to provide an Unbundled Loop facility has been included. An explanation has been included as to what is considered a simple facility rearrangement. The Ordering section has been updated to identify the modification to the existing process.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL:  
<http://www.qwest.com/wholesale/clecs/crunec.html>.

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

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Fill in all required fields and be sure to reference the Notification Number listed above.

**Timeline:**

Planned Updates Posted to Document Review Site	Available July 11, 2003
CLEC Comment Cycle on Documentation Begins	Beginning July 12, 2003
CLEC Comment Cycle Ends	5:00 PM, MT July 26, 2003
Qwest Response to CLEC Comments (if applicable)	Available August 10, 2003 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	August 25, 2003

If you have any questions on this subject, please submit comments though the following link: <http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest

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July 11, 2003

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<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Tim Bessey

Doug Slominski

# Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) – V4.0V5.0

History Log (Link *italicized text to: Attach Download CRUNEC History Log.doc*)

## Description

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

- Line and Station Transfers (LSTs): Moving an end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.
- Cable Throws (also known as Section Throws or Plant Rearrangements): Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).
- Incremental Facility Work: Completing facilities to an end-user's premises (e.g., Place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL) (Link blue text to: <http://www.qwest.com/wholesale/pcat/eel.html>)
- Loop MUX Combination (LMC) (Link blue text to: <http://www.qwest.com/wholesale/pcat/lmc.html>)
- Sub-Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/subloop.html>)
- Unbundled Dark Fiber (UDF) (Link blue text to: <http://www.qwest.com/wholesale/pcat/darkfiber.html>)
- Unbundled Dedicated Interoffice Transport (UDIT) (Link blue text to: <http://www.qwest.com/wholesale/pcat/udit.html>)
- Unbundled Local Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/unloop.html>)
- Unbundled Network Elements-Platform (UNE-P) (link blue text to: <http://www.qwest.com/wholesale/pcat/unep.html>)

For specific information regarding the above products and services refer to the individual Product Catalog (PCAT).

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## Availability

CRUNEC is available throughout Qwest's 14-state local service territory within Qwest's exchange boundaries limited by various stipulations including, but not limited to governmental or jurisdictional restrictions. (Link blue text to: <http://www.qwest.com/wholesale/pcat/territory.html>)

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## Terms and Conditions

- To obtain additional facilities initiate facility construction work, you must submit a CRUNEC request. Such requests will be evaluated on an Individual Case Basis (ICB). You will be responsible for any construction charges that a Qwest retail end-user would be responsible for paying.

State specific Terms and Conditions may apply refer to state specific Regulatory Agencies identified in Regulatory Commissions and Telecommunications Associations (Link blue text to: <http://www.qwest.com/wholesale/clecs/rcta.html>) for information.

When you order the same or substantially similar service available to Qwest retail end-users, Qwest will not charge for CRUNEC where such charges are not provided in the state specific Tariffs/Catalogs/Price Lists (Link blue text to: <http://tariffs.qwest.com:8000/>) or where such charges would not be applied to a Qwest retail end-user.

Qwest bills for CRUNEC only when facilities, which would not otherwise be constructed by Qwest, are being constructed solely upon your request, or when you request construction involving a timeline that is shorter than defined by Qwest.

If at any time during the CRUNEC process you miss the critical timeframes, you must restart the process by submitting a new service request for the UNE being ordered.

## Technical Publications

Technical characteristics for the product supported by the UNE for which you are requesting CRUNEC are described in the Technical Publications section of the product specific PCAT.

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## Pricing

### Rate Structure

Nonrecurring charges are comprised of the following rate elements:

- ☐ Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS)
- CRUNEC Quote

The QPF/QPFS is a nonrecurring charge assessed prior to preparing the CRUNEC quote. A credit for the QPF/QPFS will be applied to the cost of construction if you accept the quoted CRUNEC price.

The QPFS will be required when a facility can be provided by simple means. A simple facility rearrangement consists of a combination of one or more of the following:

- Redirecting pairs to the requested address that can be used to provide the requested facility.  
Placement of an additional apparatus case for services needing repeaters will not be included as a simple facility rearrangement.
- Removing fewer than four load coils
- Removing bridged tap as required for requested facility
- Placing a repeater card in existing apparatus case
- Changing slots for an existing repeater card in an existing apparatus case

Qwest retains the QPF/QPFS if you choose not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, you decide to discontinue the construction, Qwest will refund your payment, excluding expenditures already incurred for the Engineered, Furnished and Installed (EF&I) of the requested UNE and the QPF/QPFS, with a brief description of the work completed. Contact your Qwest Service Manager to cancel the construction. (link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction. EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

Qwest uses current EF&I cost including, but not limited to material and supplies, engineering, supervision and labor, overhead expenses for construction operations, cost incurred due to unusual conditions, and property owner and governmental requirements (e.g., Rights-of-Way, moratoriums, environmental studies).

## Rates

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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## Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific Tariffs/Catalogs/Price Lists. (Link blue text to: <http://tariffs.qwest.com:8000/>)

When facilities are not available, Qwest will build facilities dedicated to an end-user if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated to build UNEs, but will consider requests to build UNEs pursuant to Section 9.19 (or Section 9.20 as may apply) of the appropriate state Statement of Generally Acceptable Terms and Conditions (SGAT) (Link blue text to: <http://www.qwest.com/about/policy/sgats>) with exceptions that may apply where Commission Orders or State Requirements exist. The CRUNEC process is how Qwest implements the requirements outlined in Section 9.19 (or Section 9.20). Nothing in this PCAT shall be construed as modifying Qwest obligations under the SGAT.

Network elements will not be built if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. All quotes will be based on Qwest's approved facilities, materials and vendors.

If Qwest constructs a network element that satisfies the Federal Communications Commission (FCC) description of a UNE, a facility or equipment used in the provision of telecommunications service, that network element shall be deemed a UNE. Once the facility is constructed, Qwest retains ownership and responsibility for administration and maintenance of the facility.

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## Implementation

### Prerequisites

To request CRUNEC, your Interconnection Agreement must contain the appropriate construction language or you must amend your Interconnection Agreement prior to placing a request for CRUNEC. Information regarding amending your Interconnection Agreement, information is located in the Negotiations Template Agreement. (Link blue text to: <http://www.qwest.com/wholesale/clecs/negotiations.html>)

### Ordering

When you submit a service request for EEL, LMC, Sub-Loop, Unbundled Local Loop, UNE-P, UDF or UDIT products or services, the process used to determine if facilities are available is equivalent to the process used to determine if assignable facilities exist for Qwest retail services. This includes checking for:

- Spare or partially connected facilities
- Disconnect orders
- LSTs
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

If facilities are not available, your service request will be returned to you with a message indicating facilities are not available and to contact your Qwest Service Manager for options. (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

If you choose to initiate CRUNEC, you will need to complete a two-step process then resubmit your service request. Prior to the completion the QPF/QPFS contract, Qwest will review your request and provide a determination of whether the QPF or the QPFS fee applies. The first step includes the Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS) contract and the second step includes the CRUNEC contract.

The first step requires you to complete the following:

- Contact your Qwest Service Manager to have a QPF/QPFS contract sent to you. When requesting the QPF/QPFS contract you will need to provide the following information to your Qwest Service Manager:
  - CLEC name
  - Contact name
  - Contact telephone number
  - Billing address
  - Fax number
  - Contact email address
- A QPF/QPFS contract will be generated by the Qwest Billing and Receivable Tracking (BART) system and sent to you. The QPF/QPFS contract includes terms and conditions, the QPF/QPFS and a Billing Account Number (BAN). To accept the QPF/QPFS contract, return the signed QPF/QPFS contract and full QPF/QPFS payment, within 30 business days. In addition, contact your Qwest Service Manager and provide the following information:
  - Type and quantity of UNE(s)
  - Address of requested UNE(s), city, county, state.
  - Common Language Location Identification (CLLI™) code of Serving CO

- CLLI code of End CO
- Brief description of UNE(s) requested

If you do not remit the full QPF/QPFS payment along with the original signed contract, a CRUNEC quote will not be provided.

Within 20 business days of receiving your signed QPF/QPFS contract and full QPF/QPFS payment, the CRUNEC quote will be emailed to you and your Qwest Service Manager. The CRUNEC quote contains a breakdown of labor and material costs along with a brief description of work (e.g., place card in apparatus case in a manhole, place 2,500 feet of cable).

The second step requires you to complete the following:

- After reviewing the CRUNEC quote, if you choose to accept the quote, you must contact your Qwest Service Manager within the timeframe as defined in your Interconnection Agreement and request a CRUNEC contract to be sent to you. If you do not have a timeframe defined in your Interconnection Agreement you have 90 business days from the day the CRUNEC quote was emailed to you to respond or the CRUNEC quote is invalid. To restart the process, submit a new service request for the UNE being ordered.
- When you receive the CRUNEC contract you have 30 business days to return the signed CRUNEC contract and the full payment identified in the CRUNEC quote or the CRUNEC contract is cancelled. An estimated Ready for Service Date will be provided within five business days after Qwest's Engineering is notified the signed CRUNEC contract and full CRUNEC payment was received. Contact your Qwest Service Manager if you have questions and be prepared to provide your BAN number found on the CRUNEC contract.

When you accept the CRUNEC quote, you must resubmit your service request and associate it with the CRUNEC by completing the following fields on the Local Service Request (LSR) or Access Service Request (ASR) form:

- In the MANUAL IND field Include a 'Y'
- In REMARKS include the BAN found on your CRUNEC contract

Failure to provide the above information limits Qwest's ability to associate your requested UNE with the constructed facility.

The following table provides additional assistance in determining the activities, timeframes and deliverables required for CRUNEC:

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
<b>QPF/QPFS Contract Request</b>	CLEC and Qwest Service Manager	Not applicable	<ul style="list-style-type: none"> <li>• Name of CLEC</li> <li>• Contact name</li> <li>• Contact telephone number, Fax number, and email address</li> <li>• Billing address</li> </ul>
<b>Delivery of the QPF/QPFS Contract</b>	Qwest BART	Not applicable	<ul style="list-style-type: none"> <li>• QPF/QPFS Contract</li> </ul>
<b>QPF/QPFS</b>	CLEC	30 business days	<ul style="list-style-type: none"> <li>• Signed QPF/QPFS</li> </ul>

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
<b>Contract Acceptance</b>		*	<ul style="list-style-type: none"> <li>contract</li> <li>• Full QPF/QPFS payment</li> <li>• Type and quantity of UNE(s)</li> <li>• Address of requested UNE(s), city, county, state.</li> <li>• CLLI code of Serving CO</li> <li>• CLLI code of End CO</li> <li>• Brief description of UNE(s) requested</li> </ul>
<b>Delivery of CRUNEC Quote</b>	Qwest	20 business days after QPF/QPFS Contract Acceptance.	<ul style="list-style-type: none"> <li>• CRUNEC quote</li> </ul>
<b>CRUNEC Quote Acceptance</b>	CLEC	Interval as defined in your Interconnection Agreement. If not defined, the interval is 90 business days *	<ul style="list-style-type: none"> <li>• Notification to Qwest Service Manager</li> </ul>
<b>CRUNEC Contract Acceptance</b>	CLEC	30 business days *	<ul style="list-style-type: none"> <li>• Signed CRUNEC contract</li> <li>• Full CRUNEC quote payment.</li> </ul>
<b>Resubmit the service request</b>	CLEC	Recommended to resubmit the service request at the same time you return the signed CRUNEC contract and full CRUNEC quote payment.	<ul style="list-style-type: none"> <li>• Resubmit the LSR or ASR</li> <li>• in the MANUAL IND field Include a 'Y'</li> <li>• In REMARKS include the (BAN) found on your CRUNEC contract</li> </ul>
<b>Estimated Ready for Service Date</b>	Qwest Service Manager	5 business days after Qwest Engineering is notified signed CRUNEC contract and full CRUNEC payment was received.	<ul style="list-style-type: none"> <li>• Estimated Ready for Service Date</li> </ul>
<b>Construction</b>	Qwest	ICB	<ul style="list-style-type: none"> <li>• Completed Construction</li> </ul>

\* If you do not provide the deliverables identified in the table above in the specified timeframe you must restart the process by submitting a new service request for the UNE being ordered.

For information about delayed service request handling information can be found in the Ordering Overview. (Link blue text to: <http://www.qwest.com/wholesale/clecs/ordering.html>)

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## Provisioning and Installation

General provisioning and installation activities are described in the Provisioning and Installation Overview. (Link blue text to: <http://www.qwest.com/wholesale/clecs/provisioning.html>)

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## Billing

Billing and Receivable Tracking (BART) billing is described in Billing Information - Billing and Receivable Tracking (BART). (Link blue text to: <http://qwest.com/wholesale/clecs/bart.html>)

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## Training

### Qwest 101: "Doing Business with Qwest"

- This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here to learn more about this course and to register. (Link blue text to: [http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html))

View additional Qwest courses by clicking on Course Catalog. (Link blue text to: <http://www.qwest.com/wholesale/training/coursecatalog.html>)

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## Contacts

Qwest contact information is available in the Wholesale Customer Contacts. (List blue text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)

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## Frequently Asked Questions (FAQs)

### 1. Can an estimate of possible construction charges be obtained prior to submitting a CRUNEC request?

No. Estimated pricing will not be available prior to the assessment and payment of the QPF/QPFS.

### 2. What happens if a CLEC cancels CRUNEC in the middle of construction being performed?

You are responsible for the already incurred EF&I cost for the work completed. Should you chose to discontinue the CRUNEC work, Qwest will refund your payment, excluding expenditures already incurred for the EF&I of the requested service and the QPF/QPFS, with a brief description of the work completed.

### 3. Are previous Dark Fiber Initial Record Inquiry (IRI) fees refunded if a CLEC goes through CRUNEC for additional facility placing?

No. You are requesting a separate process as a result of a previous fiber inquiry request field verification not finding facilities.

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**Last Update: ~~June 16, 2003~~ August 25, 2003**

CLLI™ is a Trademark of Telecordia Technologies, Inc.

META Tags: Special Construction; Facilities Not Available, EEL, Enhanced Extended Loop, UDF, Unbundled Dark Fiber, UBL, Unbundled Local Loop, UDIT, Unbundled Dedicated Interoffice Transport, LMC, Loop MUX Combination, Sub-Loop, CRUNEC, EF&I, LST, Cable Throws, POLR, Fiber Based Facilities, Copper Based Facilities, UNE Construction, Incremental Facility Work, QPF, Construction Quote Preparation Fee, Quote Preparation Fee, CRUNEC process, CLEC Requested UNE Construction,

## Attachment 5



1                                   **BEFORE THE ARIZONA CORPORATION COMMISSION**

2   **MARC SPITZER**

Chairman

3   **JIM IRVIN**

Commissioner

4   **WILLIAM A. MUNDELL**

Commissioner

5   **JEFF HATCH-MILLER**

Commissioner

6   **MIKE GLEASON**

Commissioner

Arizona Corporation Commission

**DOCKETED**

SEP 16 2003

DOCKETED BY

ne

8   **IN THE MATTER OF U.S. WEST**  
9   **COMMUNICATIONS, INC.'S**  
10   **COMPLIANCE WITH SECTION 271**  
11   **OF THE TELECOMMUNICATIONS**  
12   **ACT OF 1996**

DOCKET NO. T-00000A-97-0238

DECISION NO. 66242

ORDER

12   Open Meeting  
13   September 5 and 8, 2003  
14   Phoenix, Arizona

14   **BY THE COMMISSION:**

15                   Having considered the entire record herein and being fully advised in the premises,  
16   the Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

17                                   **FINDINGS OF FACT**

18           1.       The Federal Telecommunications Act of 1996 ("1996 Act") added Section 271 to  
19   the Communications Act of 1934. The purpose of Section 271 is to specify the conditions that  
20   must be met in order for the Federal Communications Commission ("FCC") to allow a Bell  
21   Operating Company ("BOC"), such as Qwest Corporation ("Qwest" or the "Company"), formerly  
22   known as US WEST Communications, Inc. ("US WEST") to provide in-region interLATA  
23   services. The conditions described in Section 271 are intended to determine the extent to which  
24   local phone service is open to competition.

25           2.       The FCC has emphasized the importance of several key components of any Section  
26   271 application, including, but not limited to: 1) open participation of all interested parties; 2)  
27   independent third party testing of operation support systems ("OSS"); and 3) compliance with a  
28

1 fourteen point competitive checklist which specifies the access and interconnection a BOC must  
2 provide to other telecommunications carriers.

3 3. A subsequent investigation by Staff into Qwest's compliance with Section 252(e)  
4 revealed that four parties, including XO Communications ("XO"), Eschelon Telecom, Inc.  
5 ("Eschelon"), Z-Tel Communications, Inc. ("Z-Tel"), and McLeodUSA, Inc. ("McLeod") had  
6 unfiled agreements with Qwest which acted to limit their participation in the Commission's  
7 Section 271 proceeding. Two of these carriers, Eschelon and McLeod, stated that they had  
8 unresolved issues as a result of their unfiled agreements with Qwest. AT&T Communications of  
9 the Mountain States, Inc. ("AT&T"); WorldCom, Inc. ("WorldCom"); and Covad  
10 Communications Company ("Covad") raised concerns about the non-participation of certain  
11 parties and with the resulting impact on the Section 271 record.

12 4. Staff held a Supplemental Workshop on July 30 and 31, 2002, in order to give  
13 parties to the Qwest Section 271 proceeding in Arizona, who were precluded from actively  
14 participating in the process through unfiled agreements with Qwest, and who believed there were  
15 unresolved issues resulting from this non-participation, an opportunity to voice the issues, and for  
16 Qwest to respond. Other parties were allowed to participate to the extent they had issues which  
17 arose from the new evidence presented. This Supplemental Workshop addressed several issues  
18 related to Qwest's OSS and Checklist Items 1 and 2.

19 5. On February 25, 2003, Staff filed its Final Supplemental Workshop Report on OSS  
20 issues. This Report is attached as Exhibit A. Four parties filed comments on this Report: AT&T  
21 and WorldCom (in a joint filing), Eschelon, and Qwest. On June 27, 2003, Staff filed its Final  
22 Supplemental Workshop Report on Checklist Items 1 and 2. This Report is attached as Exhibit B.  
23 Two parties filed comments on this Report: Eschelon and Qwest. Six parties filed reply comments  
24 on this Report: Eschelon; Qwest; AT&T; WorldCom; Mountain Telecommunications, Inc.  
25 ("MTI"); and Covad.

**OSS RELATED CHECKLIST ITEM 2 ISSUES****Disputed Issue No. 1 – Service Affecting Performance and Reporting****OP-5 and PO-20**

6. Eschelon raised several sub-issues related to service affecting performance and reporting. Eschelon stated that it did not believe that Qwest was accurately reporting the service being provided to Eschelon. Specifically, Eschelon expressed concern about the accuracy of Performance Indicator Definition ("PID") OP-5 (New Service Installation Quality). Eschelon's internally calculated results for OP-5 were significantly different from those reported by Qwest. Qwest responded by stating that its performance meets the standards set by the PIDs. Following the workshop, Staff requested its consultant, Cap Gemini Ernst & Young ("CGE&Y"), to conduct a test to reconcile the differences in the Eschelon and Qwest data. CGE&Y's Report concluded that there are many errors and omissions in Qwest reported OP-5 results as well as disagreements on what should be included in the PID definition. Many of the discrepancies (approximately 70%) were occurring because of legacy system limitations. Advancements in capabilities have made improvements possible for OP-5. For the remaining 30% of the discrepancies, there was considerable disagreement between Qwest and the parties on the OP-5 exclusion definitions. With respect to the major disagreements noted in its Report, Staff found that all trouble reports received within 72 hours of installation were intended to be included in PO-5; and that conversions from retail to CLEC service that result in Out of Service conditions on the day of the cut should also be included in PO-5.

7. Eschelon also questioned whether the PIDs adequately capture troubles that are reported through Qwest's documented processes when those processes allow action other than opening a trouble ticket with the repair desk. Qwest stated that it believes the PIDs do adequately capture all types of troubles. In its Report, Staff disagreed with Qwest and stated that trouble reports that are caused by Qwest service order errors should be included in OP-5 as trouble reports.

8. In Qwest's comments on Staff's Final Supplemental Workshop Report on OSS issues, Qwest states that it has proposed changes to OP-5 to address Staff's concerns. The OP-5 PID is currently being discussed in the LTPA. Staff notes that the LTPA is recommending

1 changes which are inclusive of Staff's recommendations with respect to OP-5. Staff agrees that  
2 these changes should address Staff's recommendations on this issue. We accept Staff's  
3 recommendation that Qwest provide the Commission with a copy of the OP-5 PID language once  
4 it is finalized. If there are any remaining impasse issues between Qwest and the CLECs on the  
5 final version of the language for OP-5, Staff will resolve those issues.

6 9. With respect to PO-20, Staff did not believe that the current proposal that Qwest  
7 had made captured Eschelon's issues. Staff Report at p. 34. Eschelon's issues were that service  
8 order accuracy should include errors in the services/features ordered on the Local Service Request  
9 that are not correctly transferred to the Qwest service order. Id.

10 10. In its February Report and Recommendation, Staff recommended the following  
11 with regard to OP-5 and PO-20:

- 12 a. That Qwest be required to verify through a filing with the Commission  
13 within 90 days from the effective date of the Commission's Order  
14 approving this Report that its new calculation process corrects the high  
15 incidence of coding problems uncovered in the CGE&Y Report.
- 16 b. That Repeat Reports continue to be included in OP-5, since the parties and  
17 Qwest agreed to inclusion at the time of PID development.
- 18 c. That OP-5 measure the total percentage of new installations without a  
19 trouble or customer affecting condition experienced within the first 30 days  
20 of installation.
- 21 d. In cases where troubles are excluded because they were referred to another  
22 department, such cases should be considered by the TAG and/or Long-  
23 Term PID Administration for inclusion in service installation quality  
24 calculations.
- 25 e. That PO-20 be modified to include measurement of whether all the  
26 services/features ordered on the LSR were correctly transferred to the  
27 Qwest service order and to include calls to the service center because of a  
28 service order error.

1           11.     On March 10, 2003, Qwest filed its comments on Staff's Final Supplemental  
2 Workshop Report on OSS issues. Qwest disagrees with Staff's characterization that there are  
3 "many errors and omissions in Qwest's reported OP-5 results." Qwest Comments at p. 5. Qwest  
4 states that it has implemented a new calculation process that eliminates the coding problems  
5 uncovered in the CGE&Y Report. Qwest also states that it has proposed improvements and  
6 changes to OP-5 to address the issues cited in the CGE&Y Report and concerns raised by Staff  
7 with respect to this issue. Qwest also agrees to address repeat reports in OP-5; it supports a way of  
8 addressing new service repeat or multiple reports that preserves the accuracy of measuring  
9 installation s that are free of trouble reports and also measures them as a percentage of problem  
10 reports involving newly-installed services. Qwest Comments at p. 6. Qwest further stated that it  
11 agrees to include in OP-5 both the repair reports from its maintenance and repair tracking systems  
12 and also reports of service-affecting problems captured from falls to Qwest's interconnect service  
13 centers (call center data). The OP-5 PID is currently being discussed in the Long Term PID  
14 Administration group ("LTPA").

15           12.     Qwest also agreed to include in PO-20 whether the service/features ordered on the  
16 LSR were correctly transferred to the service order, via the measurement method upon which PO-  
17 20 is based (i.e., comparisons of LSR fields with corresponding service order fields). Where this  
18 measurement method cannot feasibly address certain aspects of order accuracy, Qwest accepts a  
19 "safety net" concept that is based on call center data. Qwest Comments at p. 8. Eschelon  
20 suggested that when service order errors occur but are corrected by CLECs, the errors should be  
21 accounted for in the PIDs. In Qwest's comments on Staff's Final Supplemental Workshop Report  
22 on OSS issues, Qwest disagrees that PO-20 should include these types of errors. Qwest states that  
23 it provides CLECs with a notice of a pending order called a Pending Service Order Notification  
24 ("PSO"). If a CLEC notices an error in the PSO, it can report the error to Qwest and it will be  
25 corrected prior to provisioning of the order. Qwest states that it may identify the error whether or  
26 not a CLEC notifies Qwest. Qwest also believes that its OP-5 and PO-20 proposals will capture  
27 service order issues that are not identified and corrected by Qwest.

28

14. While AT&T and WorldCom filed Comments on Staff's Reports, they did not comment specifically on this issue.

16. Staff notes that the LTPA is also recommending changes which are inclusive of Staff's recommendations with respect to PO-20. Staff agrees that these changes should address Staff's recommendations on this issue. We accept Staff's recommendation that Qwest provide the Commission with a copy of the PO-20 PID language once it is finalized. If there are any remaining impasse issues between Qwest and the CLECs on the final version of the language for PO-20, Staff will resolve those issues.

**OP-3**

Decision No. 66242

1 Qwest that OP-3 is not the place to measure trouble reports due to service order errors by Qwest.  
2 Staff believes that this issue is resolved with Staff's resolution of OP-5. No party commented on  
3 Staff's finding on OP-3, therefore Staff's recommendation is accepted.

#### 4 **Withholding 271 Approval**

5 19. Eschelon suggested that the form and content of any long-term PID administration  
6 plan be developed, so that a forum is available when needed, before Section 271 approval is  
7 recommended. Qwest disagreed that a long-term PID administration plan must be developed  
8 before the Commission recommends Section 271 approval. Eschelon also stated that the  
9 Commission should not recommend Section 271 approval for Qwest before the end-user  
10 customer's experience improves and that improvement is documented and verified. Qwest states  
11 that the Section 271 process in Arizona has confirmed that CLECs are able to provide local service  
12 to their end-users in Qwest's region at a level that meets or exceeds the Section 271 requirements.

13 20. AT&T and WorldCom also expressed concern in their Comments with Staff's  
14 conclusion of 271 compliance, on Qwest's agreement to implement the recommendations. AT&T  
15 and WorldCom object because Qwest is being permitted to prospectively implement all of Staff's  
16 recommendations. AT&T/WorldCom Comments at p.3.

17 21. Staff agrees with Qwest that there is no legal requirement or justification for  
18 withholding Section 271 approval until the long-term PID administration forum has been  
19 established. Staff also notes that the Long-Term PID Administration group has been created and  
20 the Commission is involved in its activities. Further, Qwest has already implemented many of  
21 Staff's recommendations. We agree with Staff that 271 approval need not await actual  
22 implementation of all of the recommendations of Staff and Consultants. Further, we also agree  
23 with Staff that separate reporting of UNE-E/UNE-M and UNE-Star from UNE-P is not necessary  
24 since it is understood that the UNE-Star product will be for the most part replaced by UNE-P.  
25 Finally, the FCC has already approved Qwest's other thirteen states as having met the Section 271  
26 OSS requirements.

27 22. Further, Eschelon suggested that measures to address all of these impasse issues  
28 should be developed and incorporated into the Performance Assurance Plan ("PAP") before

1 Section 271 approval is recommended (i.e., before long-term PID administration). Qwest did not  
2 offer comments on this impasse issue. Staff notes that OP-5 is already contained in the PAP plan  
3 for Arizona. When OP-5 is corrected to resolve the issues discussed above, this impasse issue will  
4 be resolved. We agree with Staff that modification of OP-5 in the manner discussed above should  
5 also flow to the Arizona PAP, since OP-5 is already included therein. Additionally, any need for  
6 further revisions to the PAP can be addressed in the first 6-month review.

7 **Disputed Issue No. 2 – Time-Consuming and Cumbersome Ordering Process**

8 23. Eschelon raised two sub-issues concerning time consuming and cumbersome  
9 ordering processes. First, Eschelon suggested that Qwest should be required to successfully add  
10 the capability to convert customers as specified without having to list and map changes, adds, or  
11 removes before obtaining 271 approval. Second, Eschelon suggested that Qwest should be  
12 required to successfully add migrate by telephone number capability before obtaining 271  
13 approval.

14 24. In its Staff Report and Recommendation, Staff found that this impasse issue had  
15 been satisfactorily resolved through the CMP process. The changes that Eschelon is requesting  
16 have been committed to in IMA 12.0 release which is scheduled for April 2003. Moreover, once  
17 Qwest determined that it could implement a portion of one of these requests without system  
18 changes, it followed the CMP notification process and eliminated the requirement to specify  
19 unwanted features on UNE-P conversion requests. That change was effective August 16, 2002.  
20 Staff recommended that Qwest file in this Docket verification that IMA 12.0 implemented this  
21 change request.

22 25. In Qwest's comments on Staff's Final Supplemental Workshop Report on OSS  
23 issues, Qwest confirms that the changes associated with this issue will be included in the IMA 12.0  
24 release, scheduled for April 2003. Qwest agrees to file verification that IMA 12.0 implemented  
25 these changes.

26 26. On June 10, 2003, Qwest filed a verification that it had implemented the changes  
27 associated with this issue with IMA Release 12.0 on April 7, 2003, which resolves this impasse  
28 issue.



**Disputed Issue No. 3 – Cutovers**

27. Eschelon stated that Qwest should be required to show that it is providing timely cutovers and complying with its own documented cutover procedures. Qwest described the current process for cutovers. Also, CMP CR PC061002-1 (draft) provided further clarification to the process followed if the CLEC is not ready within 30 minutes. The change from telephone to email no dial tone notices requested in CR PC061002-1 became effective September 25, 2002, and was noticed to the CLEC community on September 5, 2002.

28. According to Staff, the issue has been satisfactorily handled by Qwest through the CMP process and therefore is no longer an open issue.

**Disputed Issue No. 4 – Unannounced CLEC Affecting Systems Changes**

29. Eschelon stated that Qwest should be required to show that it is adequately notifying CLECs of changes to systems, including changes to Qwest's back end systems, when those changes may impact CLECs. Eschelon stated that this is a continuing problem since specific processes regarding directory listings have changed, and Eschelon was not notified of these changes. Qwest states that no change has been made to the specific process for directory listings.

30. In its February Report and Recommendation, Staff agreed with Eschelon that changes to processes should not be made without notification to CLECs. Staff accepts Qwest's response that the example given by Eschelon was not a system change. CGE&Y was asked to follow up and review Qwest actual performance in following the CMP processes. Their report found that Qwest was following procedures on notification to CLECs concerning system changes. Staff's findings are reasonable and shall be adopted.

**Disputed Issue No. 5 – OSS Lack of Flow Through**

31. Eschelon states that Qwest should be required to show that Centrex 21 orders successfully flow through to UNE-P-POTS after Release 10.1. Eschelon states that these orders do not flow through. Qwest confirmed that Centrex Plus and Centron orders do not flow through. This results in out of service periods since a disconnect occurs and a new connect must be completed. Qwest stated that it is evaluating both process and systems enhancements to minimize the out of service period.

33. Staff further recommended that this new process be implemented within 90 days and that Qwest should advise the Commission upon implementation. Qwest should post this process on its Product Catalog ("PCAT") web site and notify CLECs. The revised process and its effectiveness will be reviewed in the first six-month PAP review.

35. Staff does not agree with Qwest and because of the seriousness of disconnecting a customer during conversion to a CLEC, Staff continues to support its initial recommendation. If Qwest is ultimately able to propose process improvements through the CMP to resolve this issue, this would of course be acceptable. However, until the problem can be resolved through improvements in Qwest's current processes, Staff's recommendation for proactive monitoring is reasonable.

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39. Staff's recommendations are reasonable and shall be adopted. With Qwest's agreement to Staff's recommendation, this issue appears to be resolved.

40. Eschelon raised several sub-issues regarding billing accuracy. Eschelon questioned whether the current billing accuracy measure accurately reflected Eschelon's experience. Eschelon suggested that this measure be revised and expanded and that Qwest should be required to correct the inaccuracies in Eschelon's bills. Eschelon suggested that Qwest should be required to provide adequate notice, including detail to substantiate the changes and time for objection, if Eschelon disagrees with the proposed changes, before making rate and profile charges. Eschelon also stated that once issues (including long-disputed issues) are resolved in a CLEC's favor, the performance results should be adjusted to reflect the resolution. Qwest stated that its

1 investigation into this issue indicated that most billing inaccuracies in Eschelon's bills are not  
2 related to system-wide defects in Qwest's billing functions. Qwest also stated that the billing  
3 accuracy PID, BI-3, is designed to capture the effects of billing adjustments for error in the  
4 reporting month in which the adjustments occurred, regardless of when the original billing took  
5 place. Thus, it would be non-compliant with the current PIDs, as accepted by the parties, to  
6 adjust past reported results, when the actual adjustment took place in the month it is  
7 implemented.

8 41. In its Report and Recommendation, Staff agreed that billing accuracy is a very  
9 important issue. At the conclusion of the OSS test, all billing issues identified had been corrected.  
10 The major issues remaining that related to billing appeared to be unique billing issues related to the  
11 Eschelon and McLeod special product (UNE-E and UNE-M, respectively) billing. This special  
12 billing arrangement was agreed to between Qwest and these CLECs. Nonetheless, Qwest  
13 committed that this was only an interim measure and that it would convert its manual billing  
14 process to mechanized billing for these products. However, the conversion process has  
15 encountered one delay after another. Accordingly, Staff recommended that Qwest be required to  
16 count these billing problems as an error or an inaccurate bill for purposes of calculating its billing  
17 measurements, until conversion occurs. Staff also recommended that Qwest and Eschelon should  
18 also be required to provide the Commission Staff with additional information regarding the issues  
19 involved with converting Eschelon's embedded accounts and provide a mutually agreed upon  
20 resolution within 90 days.

21 42. On March 7, 2003, Eschelon filed its comments on Staff's Final Supplemental  
22 Workshop Report on OSS issues. Eschelon states that the Commission should clarify (or revise)  
23 the PID to require Qwest to make a billing adjustment for each month in which bills are  
24 inaccurate. In Qwest's comments on Staff's Final Supplemental Workshop Report on OSS  
25 issues, Qwest states that it does not believe that a billing inaccuracy issue exists with respect to  
26 the embedded accounts issue. Qwest states that its billing methods for UNE-E accounts must  
27 continue until the migration of the accounts is completed. Qwest states that it has tried to resolve  
28 the issue with Eschelon by proposing solutions, but Eschelon has not agreed to meet to further

1 discuss the issue. However, Qwest agrees to meet with Eschelon to discuss the conversion of the  
2 embedded accounts in order to come to a resolution on this issue.

3 43. We disagree with Qwest that a billing inaccuracy issue does not exist, pending  
4 conversion to a mechanized billing process. We find Staff's initial recommendations on these  
5 issues to be reasonable. Qwest shall be required to count each bill for which a manual adjustment  
6 is still required, as an inaccurate bill or an error for purposes of calculating its billing  
7 measurements, until conversion occurs. Qwest can exclude these manual billing adjustments  
8 from its PID calculation if it can demonstrate to Staff that Eschelon is unreasonably preventing  
9 conversion of the accounts to the automated billing process. The Commission Staff or its  
10 consultant will be available to participate in discussions among the parties on this issue. We  
11 agree with Staff that no further clarification or revision to the PID is needed. Both Qwest and  
12 Eschelon should work in good faith to resolve the issues associated with conversion to a  
13 mechanized billing process and should provide updates to Staff on the results of their  
14 negotiations.

15 **Disputed Issue No. 8 – Switched Access**

16 44. Eschelon stated that the Commission should further investigate whether Qwest is  
17 providing complete and accurate records from which CLECs may bill interexchange carriers  
18 access charges and whether Qwest's performance in this regard is accurately measured.

19 45. Staff agrees with Eschelon that this was an area of major concern. Staff was very  
20 concerned about the results of the original test of Daily Usage Files ("DUF") in the OSS test.  
21 Although now corrected, because of the problems encountered during the OSS test with DUF  
22 records, Staff recommended that a retest of DUF records be conducted within twelve months.  
23 Qwest has agreed to this recommendation and advises that it will comply. Staff believes that the  
24 problems with DUF have been tested and corrected. The retest requested by Staff should provide  
25 evidence as to whether the problems continue to be corrected on a going forward basis, or  
26 whether additional action by the Commission is necessary.

27 **Disputed Issue No. 9 – Stand Alone Test Environment (SATE)**

1       46.       Eschelon questioned whether products that are in Qwest's production environment  
2 but not in SATE should be added to SATE employing the CMP prioritization process, or whether  
3 Qwest was obligated to add those products outside of the CMP prioritization process and by a  
4 date certain. This issue was also at impasse in the TAG. Qwest submitted a compromise position  
5 to the Arizona TAG wherein those products can be implemented into SATE after the volume of  
6 CLEC use for each of the relevant product(s) reaches (within Qwest's 14-state region) 100  
7 transactions during the prior twelve (12) month period. The implementation of those products  
8 into SATE will then be scheduled for the upcoming major SATE release if feasible; or if not  
9 feasible, then no later than the next major SATE release.

10       47.       The Qwest proposal resolved the Arizona TAG impasse issue since it satisfied the  
11 CLEC concerns. Staff, therefore, considered the issue resolved.

12       48.       On March 7, 2003, Eschelon filed its comments on the Final Supplemental  
13 Workshop Report on OSS issues. Eschelon supports Staff's recommendations in the Report,  
14 except that Eschelon also believes that the Commission should require Qwest to implement  
15 Staff's recommendations prior to receiving Section 271 approval. Eschelon made two additional  
16 recommendations in its comments. Eschelon states that the Commission should clarify that the  
17 billing accuracy PID measures the percentage of CLEC billing in error and should require Qwest  
18 to make a billing adjustment for each month in which CLEC bills are inaccurate. This PID should  
19 be revised as necessary to reflect these clarifications. Eschelon also states that the Commission  
20 should add a billing PID to reflect the completeness of the Daily Usage Files.

21       49.       Staff disagrees with Eschelon on these issues. Staff believes that the  
22 recommendations contained in its Report do not need to be fully implemented prior to Section  
23 271 approval. Staff also believes that the billing accuracy PIDs do capture valuable information  
24 and that additional changes to those PIDs are not warranted at this time.

25       50.       In Eschelon's comments on Staff's Final Supplemental Workshop Report on OSS  
26 issues, Eschelon states that Staff's recommendations should be fully implemented before the  
27 Commission grants Section 271 approval. On March 10, 2003, AT&T filed its comments on  
28 Staff's Final Supplemental Workshop Report on OSS issues. AT&T agrees with Eschelon that

1 the Commission should require Qwest to implement Staff's recommendations prior to receiving  
2 Section 271 approval.

3 51. Staff disagrees with Eschelon and AT&T that all of Staff's recommendations  
4 contained in its Final Supplemental Workshop Report on OSS issues need to be fully  
5 implemented prior to Section 271 approval.

6 52. With Staff's recommendations contained in its Final Supplemental Workshop  
7 Report on OSS issues and the recommendations contained herein regarding the resolution of all  
8 OSS issues, Staff believes that all outstanding OSS issues raised in the Supplemental Workshop  
9 have now been resolved. Qwest should be required to provide evidence that it has implemented  
10 Staff's recommendations. This evidence and the effectiveness of the recommendations will be  
11 reviewed at the first six-month PAP review. Qwest has sufficiently demonstrated before this  
12 Commission that it meets all applicable OSS Testing requirements and all applicable checklist  
13 requirements relating to the issues addressed herein.

14 53. Staff deems the OSS Test portion of Qwest's Section 271 initiative to be complete.  
15 In Staff's opinion, with the above resolutions of the issues presented, all of the objectives of  
16 implementing a comprehensive independent Third Party administered OSS Test have been  
17 fulfilled.

#### 18 NON-OSS RELATED CHECKLIST ITEMS 1 AND 2 ISSUES

##### 19 Disputed Issue No. 1 – UNE-P Feature Availability: Remote Access Forwarding

20 54. Eschelon raised several sub-issues related to UNE-P feature availability and  
21 Remote Access Forwarding ("RAF"). Eschelon stated that RAF is not a proprietary Advanced  
22 Network Architecture ("AIN") feature and proposes that Qwest must provide RAF with UNE-P.  
23 Alternatively, if Qwest is allowed to treat RAF as an AIN feature unavailable with UNE-P,  
24 Eschelon stated that Qwest should be required to provide to CLECs a list of switches for which  
25 RAF (and other switch features that Qwest claims are not otherwise available to CLECs) is  
26 activated. Qwest responded that Eschelon's position is based on three mistaken assumptions.  
27 First, Qwest's RAF is AIN based, not switch-based. Second, Eschelon is mistaken when it asserts  
28 that Qwest provides switched-based RAF to its own customers. Third, the FCC has held that AIN

1 service software should not be unbundled when the ILEC makes its AIN platform or database,  
2 Service Creation Environment, Service Management System ("SMS"), and Signal Transfer Points  
3 ("STPs") available for CLECs to develop their own AIN products. The FCC makes no mention  
4 of any exception to this holding for an AIN feature that is similar to a switch-based product an  
5 ILEC may have offered in the past. Qwest stated that a list of the features that are unavailable  
6 with UNE-P, including AIN products, voice messaging products, and feature products is in the  
7 PCAT.

8 55. In its June Report and Recommendation, Staff agreed with Eschelon that Qwest  
9 must make these features available to it. While Qwest is not obligated to make proprietary AIN  
10 features available to CLECs as unbundled network elements, nothing precludes Qwest from  
11 voluntarily agreeing to make certain of these features available to CLECs in its interconnection  
12 agreements. Once Qwest makes them available to one carrier, it must make them available to  
13 other carriers under the opt-in provisions of the 1996 Act. Staff reviewed the amendments to  
14 Eschelon's interconnection agreement with Qwest dated July 31, 2001. Both amendments, as  
15 well as the attachments, list the features available with UNE-P as including the following four  
16 AIN features at retail rates: Remote Access Forwarding, Scheduled Forwarding, Dial Lock, and  
17 Do Not Disturb. Therefore, Staff found that in looking at the plain language of these amendments  
18 and accompanying attachments, Qwest's agreements incorporate provisions which obligate them  
19 to make available to Eschelon at retail rates the four AIN features listed above.

20 56. Staff also found in its June Report that there is no reason for Qwest to make AIN  
21 features available to some CLECs on a platform basis but not others. In addition, because Qwest  
22 has committed to make voice mail available to CLECs in Minnesota with UNE-P, Staff believes  
23 that Qwest should also be required to make this feature available to CLECs in Arizona which  
24 desire this feature with UNE-P. In addition to having the option of obtaining the AIN features at  
25 retail rates with UNE-P, Qwest must still make available the option of allowing CLECs to elect  
26 the switch-based features at cost based or TELRIC rates.

27 57. On July 18, 2003, both Eschelon and Qwest filed comments on Staff's Final  
28 Supplemental Workshop Report on Checklist Items 1 and 2. While Eschelon agreed with Staff's



1 recommendation regarding the availability of certain features with UNE-P, it stated that several  
2 sub-issues remain or have since arisen. First, Eschelon reports that while Qwest committed to  
3 updating its website information related to the availability of features with UNE-P, Qwest has  
4 actually deleted this information from its PCAT on the website. Eschelon recommends that  
5 Qwest be required to place the updated feature availability information on its website in a location  
6 easily accessible by CLECs. Eschelon states that to develop, market, and order a product, CLECs  
7 need to know which features are and are not available with a product, as well as the Universal  
8 Service Ordering Codes ("USOCs") for those features. Eschelon therefore asks the Commission  
9 to adopt the Staff's recommendation on availability of features and to further require Qwest to  
10 post a complete "Features, Products & Services Unavailable with UNE-P Products" (with USOCs  
11 and language description) document, as modified to reflect the Commission's decision, in a  
12 logical and readily accessible location on Qwest's web-site.

13 58. Qwest states that it believes it is not required to unbundle its AIN service software  
14 for use with UNE-P. However, Qwest states that it will provide Remote Access Forwarding,  
15 Scheduled Forwarding, Dial Lock, and Do Not Disturb AIN features to other CLECs, which are  
16 available under the Qwest and Eschelon UNE-E agreement. Qwest will provide these AIN  
17 services following Section 271 approval and through December 31, 2005 (this is the termination  
18 date of the Eschelon and Qwest UNE-E agreement). Qwest states that it will modify its next  
19 SGAT to include a statement that it will provide these AIN services from the date of Section 271  
20 approval through December 31, 2005. Qwest also states that it will provide voice mail to CLECs  
21 with UNE-P following Section 271 approval. Qwest will modify its SGAT in order to make this  
22 voice mail timeframe clear. On page 5 of its Comments, Qwest proposed specific SGAT  
23 language for the availability of the four AIN features at issue.

24 59. In Eschelon's reply comments on Staff's Final Supplemental Workshop Report on  
25 Checklist Items 1 and 2, Eschelon stated that Qwest should immediately make AIN features and  
26 voice mail available to CLECs.

1       60.     On July 25, 2003, AT&T filed reply comments on Staff's Final Supplemental  
2     Workshop Report on Checklist Items 1 and 2. AT&T states that Qwest should immediately make  
3     the AIN features available to CLECs.

4       61.     In Qwest's reply comments on Staff's Final Supplemental Workshop Report on  
5     Checklist Items 1 and 2, Qwest states that it has removed lists of unavailable features from its  
6     website and replaced it with a UNE-P Features Matrix which is posted on its website. Qwest  
7     states that the matrix lists UNE-P products and indicates whether the listed features are standard,  
8     optional, or not available for each product. The listed products include links to the product  
9     description pages for each product, including language descriptions, information regarding  
10    availability and a table of relevant USOCs. According to Qwest the matrix indicates by omission  
11    those features that are not available.

12       62.     Staff continues to support its initial recommendations on this issue. In addition to  
13    its features matrix, Staff believes that Qwest should continue to display the list of unavailable  
14    features with UNE-P (with USOCs and language description). Further, Staff recommends that  
15    Qwest not be allowed to limit the availability of the four AIN features or voice mail with UNE-P  
16    until the effective date of Qwest's Section 271 approval or until December 31, 2005. Staff further  
17    recommends that the language proposed by Qwest for its SGAT on this issue, be rejected.

18       63.     We agree with Staff's recommendations. It would be inappropriate for Qwest to  
19    condition the availability of the features upon its receipt of 271 approval. Under the Federal Act,  
20    CLECs have a right to opt-in to agreements approved by the State Commission. These  
21    amendments are now in effect, therefore, CLECs should be able to exercise their opt-in rights  
22    immediately. Further, Qwest shall continue to make voice-mail and the four AIN features  
23    available to CLECS with UNE-P until further order of the Commission approving a request by  
24    Qwest to discontinue the provision of these services with UNE-P.

25       64.     A sub-issue was also raised by Eschelon as to whether Qwest should be allowed to  
26    charge CLECs right to use fees for activating an AIN feature, when Qwest unilaterally chose to  
27    provide the feature through AIN, instead of spreading the cost of any such fees across all users.  
28    Qwest responds that if Qwest uses AIN technology to provide services to its retail end-user

1 customers, it is under no obligation to make those AIN-based services available to CLECs  
2 purchasing UNE-P combination service. If a CLEC chooses to request that Qwest activate a  
3 switch-based service that is not currently available in Qwest's switch, there would be costs to  
4 perform such work.

5 65. In its June Report, Staff believed that Eschelon raises some legitimate concerns.  
6 Staff believed that Eschelon's concerns should be addressed through implementation of a more  
7 formal process for verification and cost justification. Qwest should be required to provide vendor  
8 feature documentation regarding whether a feature is or is not in the switch. Qwest might do this  
9 in the form of a letter from the vendor of the switch that they have not paid for the feature and that  
10 it is not installed in the switch. In addition, the vendor should know whether it has been activated  
11 and the date of activation. Qwest should also be required to cost justify any activation fees and  
12 testing fees it charges and receive Commission approval of the charges subject to true-up. In  
13 particular, it should provide verification of any right to use fees. Staff also recommended that  
14 Qwest be required, at the time it receives a request for a switch-based feature that has not been  
15 activated, to utilize its CMP process to query CLECs on any features for which they anticipate  
16 requesting activation in the next 12 months. Depending upon the response received, Qwest  
17 should structure its charges accordingly.

18 66. In Qwest's comments on Staff's June Workshop Report, Qwest states that it  
19 currently supplies CLECs with a list of features activated in each switch through the Special  
20 Request Process ("SRP") it has implemented. Therefore, it believes that Staff's recommendations  
21 are not necessary since the SRP satisfies Staff's concerns. In Eschelon's reply comments on  
22 Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Eschelon states that the  
23 SRP process does not provide the information mentioned by Staff in its recommendation.

24 67. To resolve this issue Staff recommends Qwest insert the following language into its  
25 SGAT: 9.11.1.3.2 Shared Right-To-Use Fees for Switched-Based Features - allows two (2)  
26 or more Carriers (including Qwest) to share the applicable Right-To-Use Fees for Switched-Based  
27 Features. Under a sharing arrangement one (1) CLEC obtains a Switch-Based Feature from  
28 Qwest pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC,

1 pursuant to the terms of its Agreement or approved Interconnection Agreement, may share the  
2 applicable Right-To-Use Fees equally between the requesting Carriers. Shared Right-To-Use  
3 Fees may also be established through joint Application by CLECs in which Qwest will have a  
4 separate Billing relationship with each applicant and will look to each CLEC for payment of its  
5 proportionate share of the Right-To-Use Fees relating to the Switch-Based Feature. For the first  
6 twenty-four (24) months after an initial request Qwest will prorate the Right-To-Use Fees for  
7 providing the Feature regardless of how many Carriers actually utilize the feature by determining  
8 the total applicable Right-To-Use Fees for provisioning the Feature and allocating equally that fee  
9 to all sharing Carriers (and billed directly to each such Carrier). Qwest shall not place  
10 unreasonable restrictions on CLEC's ability to make use of this arrangement.

11 68. Another sub-issue raised by Eschelon concerned Qwest's employees not responding  
12 to its inquiries in a timely fashion, and at times giving it contradictory information as to feature  
13 availability. Eschelon stated that Qwest should be required to establish that its employees have  
14 been trained in the proper processes for CLECs to request the features, functions, and capabilities  
15 of the switch. Qwest could not explain the specific problems experienced by Eschelon. However,  
16 Qwest does not believe that there is a problem with its employee's training.

17 69. In its June Report and Recommendation, Staff agreed with Eschelon that it should  
18 have access to employees that are knowledgeable about these processes. Staff recommended that  
19 Qwest be required to certify that its employees which interface with CLECs on end-user affecting  
20 issues have attended and passed the requisite training. Qwest should also be required to publish  
21 the training such employees are required to complete both on its website and within its Code of  
22 Conduct. In addition, Qwest should implement a streamlined complaint process for CLECs  
23 experiencing difficulties with this issue. Staff also recommended that the Commission require  
24 Qwest to send out relationship management surveys to CLECs annually, as part of its CMP  
25 process, to determine whether Qwest is meeting its obligations in this regard, and that it is not  
26 acting in an anti-competitive manner with respect to any CLECs. Qwest should be required to  
27 publish the results of its survey on a state by state basis, where applicable.

28

1        70. In Eschelon's comments on Staff's Final Supplemental Workshop Report on  
2 Checklist Items 1 and 2, Eschelon states that CLECs should also be able to provide input, through  
3 the CMP, on the relationship management survey process in order to help craft relevant survey  
4 questions and have input on which CLEC employees should be surveyed. In Qwest's comments  
5 on Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Qwest objects to  
6 Staff's recommendations on this issue for several reasons. First, Qwest states that training all of  
7 its wholesale personnel in every aspect of switch features for every switch is unreasonable.  
8 Second, Qwest's Code of Conduct states that all employees need to complete the required  
9 training. Third, Qwest believes that its current escalation process adequately addresses the  
10 recommendation that a streamlined complaint process be implemented. Fourth, Qwest states that  
11 it is developing a relationship management survey for CLECs. In Qwest's reply comments on  
12 Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Qwest disagrees with  
13 Eschelon that CLECs should be involved in developing the surveys since this would compromise  
14 the integrity of the survey process. Qwest has hired an independent third party to design and  
15 implement the survey.

16        71. Staff continues to support its initial recommendations that Qwest be required to  
17 certify that its front-line employees which interface with CLECs on end-user affecting issues  
18 receive appropriate training and that Qwest publish the certification and a general description of  
19 the categories of training on its website. Qwest shall be required to take steps to ensure that its  
20 employees receive continuing training for new products and processes specific to their job  
21 functions. Qwest shall be required to implement a streamlined complaint process from CLECs  
22 experiencing difficulties with Qwest representatives that allows CLECs to escalate any issue, at  
23 any time, to any escalation point. The Staff also continues to recommend that Qwest utilize a  
24 relationship management survey to obtain CLEC input on Qwest's performance for CLECs. Staff  
25 believes the CLEC survey can be designed at Qwest's option, either through CMP or by an  
26 independent third party. Qwest shall not unilaterally or inappropriately control such independent  
27 third party in the design of the CLEC survey. The survey may be accomplished through an  
28 independent third party vendor which Qwest states it has already hired, as long as the third party

1 vendor is able to maintain its independence and gives appropriate weight to all CLEC's input into  
2 the CLEC portion of such survey. CLECs shall have input to the survey processes and the topics  
3 to be covered in the CLEC survey. If Qwest utilizes its broader customer satisfaction survey,  
4 CLECs shall be given the option of submitting additional comment in writing. If Qwest decides  
5 to use the CMP process, decisions shall be made by a two-thirds vote or by independent third  
6 party consultant. We believe that Staff's recommendations are reasonable and shall be adopted.

7 72. The final sub-issue raised by Eschelon had to do with the availability of Market  
8 Expansion Line ("MEL") with UNE-P. In its June Report and Recommendation, Staff  
9 understood that MEL is provided by Qwest through AIN. Staff believed MEL to be equivalent to  
10 remote call forwarding, which is also a switch-based feature. This feature could be provided as an  
11 unbundled switch network element that does not require a port. However, Staff concluded that  
12 this issue had been resolved through its above recommendations on Remote Access Forwarding.  
13 In Qwest's comments on Staff's Final Supplemental Workshop Report on Checklist Items 1 and  
14 2, Qwest clarifies that MEL is not an AIN service nor is it a feature available with UNE-P.  
15 However, Qwest will allow a CLEC to use the SRP to order MEL as a new UNE. Staff believes  
16 that Qwest's response addresses this impasse issue and that the issue is closed. We agree with  
17 Staff.

#### 18 **Disputed Issue No. 2 – Unannounced Dispatches**

19 73. Eschelon stated that a documented process that is available to CLECs for non-  
20 emergency maintenance visits by Qwest to CLEC end-user premises should be established to  
21 ensure that proper procedures are followed regarding notice, branding, and coordination. Qwest  
22 stated that it has an internal process in place to ensure that the customer of record (i.e., CLEC) is  
23 notified if a Qwest technician is going to work on a CLEC end-user premise. Qwest said that it is  
24 an internal process, so it will not share existing documentation about the process with CLECs.  
25 Instead, Qwest said it would create a matrix describing the process and distribute it to CLECs.

26 74. In its Report, Staff believed that Qwest's proposal resolved this impasse issue.  
27 Qwest did provide a matrix describing the process and distributed it to the CLECs. The matrix  
28 was added to the Qwest Wholesale Web Site.

1        75. In Eschelon's comments on Staff's Final Supplemental Workshop Report on  
2 Checklist Items 1 and 2, Eschelon suggests that the Commission should require Qwest to add  
3 links on its website to the relevant portions of the PCAT to better direct CLECs to the matrix. In  
4 Qwest's reply comments on Staff's Final Supplemental Workshop Report on Checklist Items 1  
5 and 2, Qwest states that it agrees with Eschelon's suggestions on this issue and will make its  
6 matrix available in the Maintenance and Repair PCAT. We agree with Staff that this issue is now  
7 resolved.

8                                    **Disputed Issue No. 3 – DSL: Disconnect In Error**

9        76. Eschelon suggested that Qwest should have a written obligation to escalate a  
10 disconnect in error for DSL to be due the same day. Qwest stated that it implemented process  
11 modifications to address this issue. In situations involving disconnects in error, Qwest typically  
12 restores service in less than 24 hours. Qwest also stated that if the CLEC has unique situations, it  
13 should use the escalation process.

14        77. In its Report and Recommendation, Staff acknowledged that the results cited by  
15 Qwest show improvement, however, Staff disagreed with Qwest that there is no need to impose a  
16 shorter restore interval for this problem. If Qwest disconnects a DSL service in error, this is  
17 equivalent to a trouble condition. Therefore, the DSL repair out of service commitment interval  
18 should be used to restore service. Staff further stated that this commitment should be documented  
19 in Qwest's repair process procedures in the PCAT.

20        78. In Qwest's comments on Staff's Final Supplemental Workshop Report on  
21 Checklist Items 1 and 2, Qwest states that its process of creating an order to restore service when a  
22 disconnect occurs is appropriate. Also, Qwest states that it is also appropriate that the order  
23 includes the standard interval for provisioning service. In its Reply Comments, Eschelon stated  
24 that under the current standard interval, a CLEC's end-user customers can wait days for their DSL  
25 service to be restored, which should not have been disrupted in the first place.

26        79. Staff disagrees with Qwest on this issue and continues to support its initial  
27 recommendation. If Qwest disconnects a DSL service in error, this is equivalent to a trouble  
28 condition and the DSL repair out of service commitment interval, therefore, should be used to

1 restore service. Qwest shall document this revised process in its repair process procedures in the  
2 PCAT.

3 **Disputed Issue No. 4 – DSL: Disconnect DSL Early (Before Voice)**

4 80. Eschelon suggested that Qwest should be required to leave DSL functional until the  
5 time of cut requested by CLEC (and not earlier). Eschelon also suggested that Qwest should be  
6 required to show that it is following this process before gaining Section 271 approval. Qwest  
7 stated that it is currently investigating alternative solutions that would allow the DSL service to  
8 remain functional until the time the voice service is disconnected. Once these solutions have been  
9 thoroughly analyzed, Qwest stated that it would communicate proposed changes to the CLECs via  
10 the Change Management Process ("CMP") in November 2002.

11 81. In its Report and Recommendation, Staff agreed with Eschelon on this issue.  
12 Qwest recently provided an update on the CMP November meeting. It reported that an internal  
13 DSL system change was implemented on December 17, 2002. Eschelon concurred with the  
14 change. With this update, we agree with Staff that this impasse issue is closed.

15 **Disputed Issue No. 5 – Maintenance and Repair: Discrimination**

16 82. Eschelon stated that Qwest should be required to provide a statement of time and  
17 materials and applicable charges to CLECs at the time maintenance and repair work is completed  
18 (as Qwest does with retail customers). Qwest responded that it does provide CLECs with a dispute  
19 process for repair charges. Qwest is also trying to determine the cost of implementing a change  
20 that would allow Qwest to send daily email messages to CLECs after completion of the repair  
21 ticket, which would detail the ticket number of the repair and associated charges.

22 83. In its Report and Recommendation, Staff agreed with Eschelon that this is a very  
23 important issue in need of resolution. Qwest reported that a CR on this issue is in the development  
24 phase and is following the CMP process. Staff recommended that Qwest advise the Commission  
25 when this process is agreed upon and implemented. The PCAT in the Repair Overview should  
26 then be updated to advise CLECs of this procedure.

27 84. In Qwest's comments on Staff's Final Supplemental Workshop Report on Checklist  
28 Items 1 and 2, Qwest states that the CR was modified to provide CLECs with the ability to view all



1 of their repair invoices on the internet. Qwest implemented this CR on June 25, 2003, and the  
2 PCAT was updated to include this process on June 25, 2003, as well. In Eschelon's reply  
3 comments on Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Eschelon  
4 states that Qwest's statement that the CR was successfully implemented on June 25, 2003, is  
5 incorrect. The deployment was not successful and a CR on this issue remains open.

6 85. Staff continues to support its initial recommendation. We find Staff's  
7 recommendation to be reasonable.

8 **Disputed Issue No. 6 – Maintenance and Repair: Untimely Bills**

9 86. Eschelon stated that Qwest should be required to make a written commitment to  
10 CLECs to provide timely bills or, if untimely, not apply the charges to CLEC bills. Qwest stated  
11 that the policy of not billing for maintenance charges over 45 days old was implemented in  
12 February 2002. Qwest stated that it believes that no additional commitment related to this issue is  
13 necessary.

14 87. In its Report, Staff recommended that the Commission require Qwest to document  
15 its policy so that it is applied uniformly. This policy should also be posted on the PCAT web site  
16 under Repair Overview so that CLECs are aware of this policy.

17 88. In Eschelon's comments on Staff's Final Supplemental Workshop Report on  
18 Checklist Items 1 and 2, Eschelon states that Qwest has interpreted its policy as meaning that  
19 Qwest will not write an order to generate a bill more than 45 days following the process date.  
20 However, Eschelon believes that this interpretation is incorrect and requests clarification that bills  
21 will be sent within 45 days of the repair date. In Qwest's comments on Staff's Final Supplemental  
22 Workshop Report on Checklist Items 1 and 2, Qwest states that maintenance and repair charges  
23 will not be processed if the repair date was completed 45 days or more in arrears of the process  
24 date. In AT&T's reply comments on Staff's Final Supplemental Workshop Report on Checklist  
25 Items 1 and 2, AT&T states that it disagrees with Qwest's interpretation of Staff's recommended  
26 billing policy. Eschelon also noted in reply comments that Qwest has claimed to Eschelon that it  
27 is proper under the same policy to send a bill 75 days after the repair work was completed.

28

1        89. We believe that Qwest's agreement to institute a policy not to process maintenance  
2 and repair charges that cannot be posted by the second bill cycle after the maintenance and repair  
3 occurred satisfies Staff's recommendation. Therefore, Qwest must implement this policy by  
4 November 30, 2003.

5            **Disputed Issue No. 7 – Maintenance and Repair: Insufficient Information in Bills**

6        90. Eschelon stated that Qwest should be required to provide the circuit identification  
7 number on unbundled loop bills for maintenance and repair charges. Qwest stated that it and the  
8 CLECs are working, through the CMP, to develop a mechanized means for communicating repair  
9 charges to CLECs regardless of how the associated trouble report was submitted. Qwest also  
10 stated that its bills do provide sufficient information so that the circuit identification numbers are  
11 not necessary for Eschelon to review its repair charges. Qwest also stated that it implemented  
12 process modifications in March 2002, to allow the CLEC to more easily reference the charges on a  
13 bill to a specific trouble report.

14        91. In its June Report, Staff stated that the CMP process should resolve this issue.  
15 Qwest recently reported that circuit identification information on unbundled loop bills for  
16 maintenance and repair charges is already in the Central and Western regions. This CR, when  
17 implemented, will provide this functionality in the Eastern region as well. This CR was to be  
18 implemented on March 2003. Staff recommended that Qwest advise the Commission when this  
19 process is completed and implemented.

20        92. In Qwest's comments on Staff's Final Supplemental Workshop Report on Checklist  
21 Items 1 and 2, Qwest states that the CR was implemented on March 17, 2003.

22        93. We agree with Staff that this impasse issue is now closed.

23            **Disputed Issue No. 8 – Maintenance and Repair: Pair Gain**

24        94. Eschelon stated that Qwest should not be allowed to impose upon CLECs dispatch  
25 charges before it has ensured that the loop is working from its equipment to the pair gain.  
26 Eschelon also stated that Qwest should not be allowed to impose unnecessary maintenance and  
27 repair charges on CLECs that are due to Qwest's use of pair gain. Qwest stated that a change was  
28 made on July 23, 2002, that provided that when the repair call handling bureau receives reports

1 that say anything about pair gain, they are instructed to take the ticket whether any trouble results  
2 have been indicated or not. Qwest also stated that it does not impose unnecessary maintenance  
3 and repair charges. Specific to the issue of pair gain, when the CLEC identifies up-front that the  
4 facilities are pair gain, Qwest will not assess optional testing charges. Qwest offered additional  
5 language in its PCAT as further clarification of its policy.

6 95. In its June Report, Staff agreed with Qwest's new process for handling of trouble  
7 testing that includes pair gain. Qwest should not impose unnecessary maintenance charges  
8 because a subscriber is served by pair gain facilities when the correct process is followed. No  
9 party commented on Staff's resolution; therefore this issue appears to be resolved.

10 **Disputed Issue No. 9 – Maintenance and Repair: Reciprocity**

11 96. Eschelon stated that Qwest should be required to accept charges from CLECs for  
12 testing that CLECs conduct for Qwest in the same types of circumstances under which Qwest  
13 charges CLECs. This requirement should be clearly stated in Qwest's Statement of Generally  
14 Acceptable Terms ("SGAT"). Qwest responded that consistent with industry practice, its  
15 interconnection agreements require that CLECs test to isolate trouble to the ILEC network before  
16 issuing a trouble ticket to Qwest and provide for charges to apply when the trouble is found to be  
17 outside the Qwest network. Qwest stated that CLECs use Qwest's network to serve their end-  
18 users; the reverse is not true.

19 97. In its Report, Staff agreed with Qwest on this issue. This issue of reciprocal  
20 charges for repair was discussed at length in the Checklist workshops and was not identified as an  
21 impasse issue at that time. The CLECs agreed with the language now in the SGAT. As pointed  
22 out in the SGAT, trouble isolation for a CLEC customer is a CLEC responsibility.

23 98. In Eschelon's comments on Staff's Final Supplemental Workshop Report on  
24 Checklist Items 1 and 2, Eschelon states that Staff's recommendation only applies to charges for  
25 initial testing, but not to charges for subsequent testing due to Qwest error. Therefore, Eschelon  
26 believes that the Commission should not preclude further review of this issue with its final ruling  
27 in the Section 271 case. In Qwest's reply comments on Staff's Final Supplemental Workshop  
28

1 Report on Checklist Items 1 and 2, Qwest states that it agrees with Staff and disagrees with  
2 Eschelon.

3 99. Staff disagrees with Eschelon and reaffirms its position on this issue. Staff's  
4 position is reasonable and shall be adopted.

5 **Disputed Issue No. 10 – Loss and Completion Reports**

6 100. Eschelon stated that Qwest should be required to provide to CLECs with a single  
7 report that lists the customers that have left the CLEC to go to another carrier. Qwest replied that  
8 it has a different understanding of what should constitute an internal versus external loss indication  
9 on the report. This was discussed further during the September CMP meeting and Eschelon will  
10 be issuing a system CR to initiate the process for the change.

11 101. Staff agrees that a CLEC should be notified when a customer is lost. It is  
12 understood that this information is on the Loss and Completion Report, but not as clearly indicated  
13 as Eschelon would like. Qwest reported that Eschelon issued a system CR (SCR093002-01).  
14 Qwest discussed the requirements with all CLECs in December 2002 to ensure that all CLECs  
15 understand how the changes will impact the report. The CR is in the definition phase now and  
16 following the CMP process.

17 102. In Eschelon's comments on Staff's Final Supplemental Workshop Report on  
18 Checklist Items 1 and 2, Eschelon states that Qwest should be required to notify the Commission  
19 when the process is implemented. In Qwest's comments to Staff's Final Supplemental Workshop  
20 Report on Checklist Items 1 and 2, Qwest states that the CR was implemented on June 25, 2003.  
21 In Eschelon's reply comments on Staff's Final Supplemental Workshop Report on Checklist Items  
22 1 and 2, Eschelon states that not all issues relating to loss and completion reports were resolved on  
23 June 25, 2003. Eschelon states that the Commission should require Qwest to perform a  
24 comparison of losses and completions to reports for resale, UNE-P, and unbundled loops for 30  
25 days.

26 103. Staff disagrees with Eschelon's suggestion and continues to support its initial  
27 recommendation. Staff recommends that Qwest continue to keep the Commission apprised of the  
28 progress on the open action item in CMP, the change that it has promised to implement by month's

1 end (See Eschelon Reply Comments at p. 8) and the extent to which the CLEC concerns have been  
2 met.

3 **Disputed Issue No. 11 – Policy of Not Applying Rates in Interconnection Agreements**

4 104. Eschelon stated that Qwest should not unilaterally impose on a CLEC that has not  
5 opted in to an SGAT, a rate that has not been approved in a Commission cost docket or that does  
6 not use the Commission approved cost model. Eschelon questioned whether the Commission  
7 should establish a process under which, if a charge is due and is not in the interconnection  
8 agreement, Qwest must negotiate a rate, obtain commission approval for a rate, or at least reach  
9 agreement on using the commission approved cost models and processes to calculate the rate  
10 before charging the rate.

11 105. In its Report and Recommendation, Staff stated that the rates included in the SGAT  
12 should reflect the Commission approved rates resulting from the latest wholesale pricing docket in  
13 Arizona. These rates were most recently set in Docket No. T-00000A-00-0194. If the CLEC  
14 interconnection agreement does not include rates for the work or service requested, then Qwest can  
15 and should utilize SGAT rates, as these are approved Commission rates. However, even for rates  
16 included in an interconnection agreement, many agreements provide that they shall be superceded  
17 by any Commission approved rates in a generic costing docket. If Eschelon disputes whether  
18 Qwest is applying any charge correctly, it has the right to raise the issue with the Commission.

19 106. In Eschelon's comments on Staff's Final Supplemental Workshop Report on  
20 Checklist Items 1 and 2, Eschelon clarifies that it does not object to the application of Commission  
21 approved rates. Eschelon states, however, that Qwest's SGAT contains many rates that have not  
22 been approved by the Commission in a cost docket. Eschelon believes that for these instances, the  
23 rate is interim and subject to true up once the Commission approves final rates. Eschelon also  
24 states that when Qwest adds non-Commission approved rates to its SGAT, Qwest must provide  
25 cost support for these proposed rates and incorporate this information into the SGAT.

26 107. Eschelon also states that Qwest recently has imposed construction charges on  
27 CLECs for line conditioning. However, Eschelon states that no construction is required for line  
28 conditioning and that the Commission has not approved this new charge. Eschelon requests that

1 the Commission require Qwest to suspend this policy of charging a construction charge for line  
2 conditioning until it brings these changes to the Commission and obtains approval. On July 25,  
3 2003, WorldCom, AT&T, and Covad filed reply comments on Staff's Final Supplemental  
4 Workshop Report on Checklist Items 1 and 2. On July 28, 2003, MTI filed reply comments on  
5 Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2. Each of these CLECs  
6 concur with Eschelon's comments on the newly implemented construction charge for line  
7 conditioning. WorldCom recommends that the Commission withhold Section 271 approval until  
8 the new construction charge process is eliminated or revised to be consistent with Commission  
9 cost docket orders and Qwest's SGAT. MTI states that until Qwest eliminates the construction  
10 charge on line conditioning, it is not in compliance with Checklist Item 4. In Qwest's reply  
11 comments on Staff's Final Supplemental Workshop Report on Checklist Items 1 and 2, Qwest  
12 states that it agrees with Eschelon that issues pertaining to construction charges for line  
13 conditioning should be addressed. Qwest believes that Phase III of the cost docket is the  
14 appropriate place to address this issue. Qwest also states that its construction policy should not be  
15 suspended since it agrees to provide refunds to CLECs, if so ordered by the Commission.

16 108. To the extent unapproved rates are contained in Qwest's SGAT, Staff believes that  
17 they would be considered interim and subject to true up once the Commission approves final rates.  
18 However, Staff does not believe that there should be any rates in the SGAT that Qwest has not  
19 separately filed with the Commission, along with cost support, for prior review and approval. To  
20 allow Qwest to simply put rates into effect, without the agreement of the CLEC in a particular case  
21 through a negotiated interconnection agreement, could be a great impediment to competition.

22 109. Staff agrees with Eschelon with respect to the recently imposed construction  
23 charges on CLECs for line conditioning. Staff is extremely concerned that Qwest would  
24 implement such a significant change through its CMP process without prior Commission approval.  
25 As noted by AT&T, during the Section 271 proceeding, the issue of conditioning charges was a  
26 contested issue. Language was painstakingly worked out in the Qwest SGAT dealing with the  
27 issue of line conditioning which Qwest's new policy is at odds with. Staff recommends that Qwest  
28 be ordered to immediately suspend its policy of assessing construction charges on CLECs for line

1 conditioning and reconditioning and immediately provide refunds to any CLECs relating to these  
2 unauthorized charges. Qwest should reinstitute its prior policy on these issues as reflected in its  
3 current SGAT. If Qwest desires to implement this change, then it should notify the Commission in  
4 Phase III of the Cost Docket, but must obtain Commission approval of such a change prior to its  
5 implementation. To the extent Qwest does not agree to these conditions, Staff recommends that  
6 Qwest's compliance with Checklist Items 2 and 4 be reopened. We agree with Staff.

7 **Disputed Issue No. 12 – Collocation**

8 110. Eschelon raised several sub-issues related to collocation. Eschelon stated that  
9 Qwest should demonstrate that its documented processes for ensuring that CLEC collocation  
10 equipment is protected during construction activities have been tested and proven successful  
11 before the Commission recommends Section 271 approval. Eschelon also stated that this approval  
12 should be withheld until Qwest demonstrates that it obtains authorization to enter a CLEC's  
13 collocation facilities before entering them. Qwest stated that it has fully distributed documentation  
14 to its employees on proper collocation procedures.

15 111. In its Report, Staff agreed that this is a very serious issue. It appears from Qwest's  
16 response that they take this issue seriously and have taken appropriate steps. Therefore, Staff  
17 believes this issue is resolved going forward. We agree with Staff, however, that Eschelon notify  
18 Staff if there is a reoccurrence of this problem.

19 112. Eschelon suggested that Qwest be required to provide CLEC collocation personnel  
20 with Qwest's written processes and procedures for protecting CLEC collocation equipment during  
21 construction and to incorporate those procedures on its wholesale website. Eschelon also  
22 suggested that language be added to the SGAT to require Qwest to pay for clean up costs when  
23 Qwest construction results in dust contamination to CLEC equipment. Qwest stated that it has  
24 documented all processes for ensuring that CLEC collocation equipment is protected during  
25 construction activities and has distributed this information to its managers. Qwest has also posted  
26 this information on its wholesale website.

27 113. In response to this issue, Qwest advised that it has developed written processes and  
28 procedures for protecting CLEC collocation equipment during construction. The enhancement of

1 these processes and procedures was the subject of CMP change request PC021502-1, the response  
2 to which was approved in the CMP in April 2002. In the response to CR PC021502-1, a  
3 commitment was made to update Qwest's Technical Publication ("Tech Pub") No. 77350 which is  
4 referenced in the collocation section of the SGAT and the collocation section of the PCAT. The  
5 update of Tech Pub 77350 related to approved change request PC021502-1 has been distributed  
6 through the CMP and is available to CLECs on the wholesale website. Staff believes that this  
7 response by Qwest satisfies Eschelon's request on this issue. Staff recommends that the SGAT be  
8 changed to include language that provides for Qwest to pay for clean up costs when Qwest  
9 construction results in dust contamination to CLEC equipment. This language also should be  
10 reciprocal. In Qwest's comments on Staff's Final Supplemental Workshop Report on Checklist  
11 Items 1 and 2, Qwest states that it agrees to modify the SGAT so that there are reciprocal  
12 obligations on each party to pay for the cleaning necessary after construction activities. We agree  
13 with Staff that this impasse issue is now closed.

14 114. Eschelon next requests that Qwest be required to provide CLECs final Alternative  
15 Point of Termination ("APOT") information at least 15 days before a collocation ready for service  
16 ("RFS") date so that CLECs are able to place orders early enough to enable them to use their  
17 collocations on the RFS date. Eschelon proposed changes to the SGAT to address this issue.  
18 AT&T stated that it does not oppose the change proposed by Eschelon. Qwest did not accept  
19 Eschelon's recommendations on this issue. Qwest stated that it has a 90-day timeframe for  
20 completing a collocation. Providing a CLEC with a final APOT 15 days prior to the RFS date  
21 would mean that Qwest must give the CLEC collocation in a reduced time frame. Qwest agreed to  
22 provide the preliminary APOT information to the CLEC 15 days prior to the ready for service  
23 ("RFS") date.

24 115. Staff agrees with Qwest on this issue. Qwest has 90 days to complete the  
25 collocation. Giving the CLEC final APOT information in effect reduces the Qwest interval by 15  
26 days. The 90 day interval for providing collocation space is short and substantially improved from  
27 original collocation provisioning intervals. Qwest states that it provides the preliminary APOT to  
28



1 the CLECs as a courtesy. Staff does not agree that requiring a final APOT 15 days early is  
2 justified at this time. We agree with Staff.

3 116. Eschelon next stated that Qwest should not be permitted to charge CLECs a  
4 maximum price of \$345 for all collocation augment quote preparations. Eschelon also stated that  
5 Qwest should not be permitted to charge CLECs the entire augment quote preparation fee of \$345  
6 for the minor activity of terminating unused power. Qwest stated that the Quote Preparation Fee  
7 of \$345 was agreed to in the Arizona cost docket (T-500000A-00-0194, Decision #64922).  
8 Qwest stated that these issues are best addressed in a cost docket proceeding.

9 117. Staff agrees that the quote preparation fee should be cost based. The quote  
10 preparation fee developed in the wholesale pricing docket was based upon information submitted  
11 by Qwest on the time and effort involved in this endeavor. To the extent circumstances vary, and  
12 less time is involved, the price should reflect the actual cost to Qwest. However, Staff agrees that  
13 the appropriate proceeding for any party to raise this issue is Phase III of the Wholesale Pricing  
14 Proceeding, Docket No. T-00000A-00-0194.

15 118. Eschelon also stated that Qwest should provide an objective and reasonable  
16 definition of what constitutes a "material change" to a collocation order so that Qwest cannot  
17 unilaterally delay a CLEC's collocation order when a minor, non-material change is requested by  
18 a CLEC. Qwest stated that it would agree to define material change as those items listed on its  
19 web site under "Major/Minor Material Changes." The collocation application should be complete  
20 and accurate when it is received; however, Qwest is willing to accommodate changes. After  
21 much discussion, additional SGAT language was agreed to in all states' 271 workshops. AT&T  
22 agreed to the additional SGAT language. AT&T does not agree to allow Qwest to define  
23 material change through a listing on its website since Qwest can change its website at any time.

24 119. In its Report, Staff agreed with AT&T on this issue. In the workshop on this issue,  
25 the parties agreed to the language in the SGAT. Since Eschelon has not proposed alternate  
26 language, Staff agrees that the SGAT should not be changed.

27 120. Eschelon next argued that Qwest should be required to demonstrate that it has a  
28 process in place to provide CLECs with timely and accurate information informing them when a

1 collocation space becomes available at a Qwest premise prior to the Commission's approval of  
2 Section 271. AT&T agreed that as space becomes available in a Qwest premise, it should be  
3 made available to CLECs as soon as possible, especially when a queue has developed at that  
4 particular location. AT&T stated that the SGAT does contain a process for informing CLECs of  
5 collocation space, but it is unclear whether this process has been followed in the examples cited  
6 by Eschelon. Qwest stated that there are several issues that may inhibit Qwest's ability to make  
7 unused space available in a timely manner. Qwest stated that agreement was reached through the  
8 CMP on processes for decommissioning collocation space and transfers of responsibility for  
9 collocation space. Qwest also stated that it began posting a collocation available space inventory  
10 on its website in September 2002.

11 121. In its Report, Staff stated that this issue has been adequately addressed in the CMP.  
12 Qwest now posts available pre-provisioned collocation space on its website. With Qwest's  
13 action, this issue now appears to be resolved.

14 122. The next issue raised by Eschelon relating to collocation, had to do with whether  
15 Qwest should be required to charge CLECs the rates contained in the parties' interconnection  
16 agreement for collocation space rather than SGAT rates. Qwest researched the specific issues  
17 pertaining to Eschelon. The parties' interconnection agreement did not include some rate  
18 elements associated with the cageless collocation. Therefore, Qwest provided a quote for this  
19 cageless collocation based on the approved Arizona SGAT for those rate elements.

20 123. Staff believes that Qwest provides a satisfactory explanation on this issue. Rates in  
21 the parties' interconnection agreements should be utilized. If there are no rates agreed to in an  
22 interconnection agreement for certain services, then the SGAT, which contains Commission  
23 approved rates, should be utilized.

24 124. Eschelon next stated that Qwest should be required to provide CLECs with  
25 adjacent off-site collocation, a form of collocation offered by another ILEC, Southwestern Bell  
26 Telephone ("SWBT"). Eschelon argued that the FCC requires Qwest to provide this collocation  
27 if requested and technically feasible. Eschelon suggested changes to the SGAT language  
28 regarding this issue. Qwest argued that there is no legal requirement or FCC rule that requires

1 Qwest to provide collocation in or on property owned by a third party. AT&T took no position on  
2 Eschelon's proposal. However, if Eschelon is able to obtain this form of collocation, AT&T  
3 stated that it should be available to other carriers.

4 125. In its June Report, Staff agreed with Qwest on this issue. Staff believes that Qwest  
5 has met its obligations under FCC orders and rules on this issue. We agree with Staff.

6 126. Eschelon stated that Qwest should be required to permit CLECs to interconnect at  
7 the Intermediate Combined Distribution Frame ("ICDF"). Qwest indicated that it has initiated a  
8 CR through CMP to allow for termination of Local Interconnection Services ("LIS") at the ICDF.  
9 If Qwest implements this change, Eschelon agrees that this issue will be resolved. AT&T agrees  
10 that CLECs should be able to access interconnection at the Qwest ICDF. Qwest responded with  
11 new language for the SGAT on this issue. Qwest stated that it expects its CR on this issue will be  
12 presented during the August 2002 CMP meeting with the expectation of product availability by  
13 September 2002.

14 127. Staff believes that this issue has been resolved through the CMP. With the change,  
15 Qwest will allow the combination of finished services (i.e., LIS) with other elements at  
16 Eschelon's ICDF Collocation. This issue is resolved

17 **Disputed Issue No. 13 – Interconnection**

18 128. Eschelon stated that Qwest should not be permitted to charge transit charges in  
19 addition to access charges on intraLATA toll calls. Eschelon stated that the SGAT section  
20 regarding this issue should be deleted. Qwest stated that it should be permitted to charge for  
21 transit of Eschelon's local customers' intraLATA toll when Eschelon sends Qwest a call that  
22 Qwest delivers to a non Feature Group D ("FGD") carrier network, and the dialed number is  
23 intraLATA toll. If Eschelon sends Qwest a call that Qwest delivers to an FGD interexchange  
24 carrier network, Qwest does not bill Eschelon a transit rate. Qwest agreed that it should not  
25 charge for transit of Eschelon's local customer's intraLATA toll in addition to assessing access  
26 charges on an interexchange carrier for jointly provided (meet-point-billed) intraLATA toll calls.  
27 AT&T stated that the issue raised by Eschelon and its proposal need to be more fully developed  
28 and understood before changes are made to the SGAT.

1       129.     In its Report, Staff stated that this issue is a cost docket issue and should be  
2 resolved there.

3       130.     Eschelon stated that Qwest should not be permitted to charge CLECs for  
4 incomplete or old Category 11 billing records. Eschelon proposed a definition of a billable record  
5 that should be added to the SGAT. Qwest agreed with the proposed language change. AT&T did  
6 not object to the SGAT changes proposed by Eschelon.

7       131.     Staff understands that Qwest has agreed to the changes requested by Eschelon.  
8 This closes the impasse issue.

9       132.     Eschelon also argued that Qwest should not be permitted to charge CLECs an  
10 assumed tandem switching and tandem transmission mileage rate for which Qwest has provided no  
11 evidence as to the validity of the assumption. Eschelon also stated that CLECs should have the  
12 right to be charged a tandem switching and tandem transmission rate based on actual miles rather  
13 than on assumed miles. Eschelon recommended changes to the SGAT language reflecting its  
14 position on these issues. AT&T did not agree that the SGAT language should be changed.  
15 According to AT&T, the current SGAT language is more workable in that it allows for traffic to be  
16 carried, without delay, based on assumed mileage. Even with this as the default, the current SGAT  
17 language, as written, should permit carriers to establish actual mileage at any time. Qwest stated  
18 that actual distances are not always measurable so the use of average assumed distances is  
19 necessary.

20       133.     Staff concurs with AT&T and Qwest on this issue. The current SGAT language is  
21 appropriate and workable.

22                   **Disputed Issue No. 14 – Tandem Failure Events**

23       134.     Eschelon also raised the issue of tandem failure events, stating that Qwest does not  
24 have a PID to measure these events. Eschelon suggested that when Qwest representatives receive  
25 calls from CLEC customers which lead the CLEC customers to believe that problems resulting  
26 from a tandem failure event were the fault of the CLEC, Qwest should be required to provide non-  
27 confidential documentation to show that there was a tandem failure event. Qwest stated that it  
28 does notify CLECs of tandem failures. Qwest explained the processes it uses to inform CLECs.

1 Qwest stated it would provide CLECs information that will contain a root cause analysis of the  
2 network failure.

3 135. In its Report, Staff believes the description furnished by Qwest summarizing its  
4 processes for handling and reporting network outages is adequate. The process offered by Qwest  
5 to provide outage information for CLECs to provide their customers should also satisfy Eschelon's  
6 concern. Qwest will provide information that will contain a root cause analysis of the network  
7 failure. This can be used to explain to a customer the cause of the network problems they  
8 experienced. The information is provided without a confidential footer and can therefore be  
9 shared with customers.

10 136. In Eschelon's reply comments on Staff's Final Supplemental Workshop Report on  
11 Checklist Items 1 and 2, Eschelon states that Staff's recommendations should be fully  
12 implemented before the Commission grants Section 271 approval.

13 137. Staff disagrees with Eschelon that all of Staff's recommendations contained in its  
14 Report need to be fully implemented prior to Section 271 approval.

15 138. With Staff's recommendations as to the resolution of all Checklist Item impasse  
16 issues as described above, Staff believes that all outstanding Checklist Item issues raised in the  
17 Supplemental Workshop have now been resolved. Qwest should be required to provide evidence  
18 that it has implemented Staff's recommendations. This evidence and the effectiveness of the  
19 recommendations will be reviewed at the first six-month PAP review.

20 139. Based upon the proceedings and record herein, and Qwest's agreement to  
21 implement the recommendations set forth above, Staff recommends that the Commission find that  
22 Qwest is in compliance with applicable Section 271 Checklist requirements.

#### 23 CONCLUSIONS OF LAW

24 1. Qwest is a public service corporation within the meaning of Article XV of the  
25 Arizona Constitution and A.R.S. Sections 40-281 and 40-282 and the Arizona Corporation  
26 Commission has jurisdiction over Qwest.

27  
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1           2.     Qwest is a Bell Operating Company as defined in 47 U.S.C. Section 153 and  
2 currently may only provide interLATA service originating in any of its in-region States (as defined  
3 in subsection (I)) if the FCC approves the application under 47 U.S.C. Section 271(d)(3).

4           3.     Pursuant to 47 U.S.C. Section 271(d)(2)(B), before making any determination under  
5 this subsection, the FCC is required to consult with the State Commission of any State that is the  
6 subject of the application in order to verify the compliance of the BOC with the requirements of  
7 Section 271.

8           4.     The Commission, having reviewed the Final Supplemental Report on OSS Issues  
9 dated February 25, 2003, concludes that as a result of the proceedings and record herein, and  
10 subject to Qwest's agreement to implement the recommendations contained herein, Qwest has  
11 sufficiently demonstrated before this Commission that it meets all applicable OSS Testing  
12 requirements relating to the issues addressed herein.

13          5.     The Commission, having reviewed the Final Supplemental Report on Checklist  
14 Issues dated June 27, 2003, concludes that as a result of the proceedings and record herein, and  
15 subject to Qwest's agreement to implement the recommendations contained herein, Qwest has  
16 sufficiently demonstrated before this Commission that it meets all applicable checklist  
17 requirements relating to the issues addressed herein.

18                                 ORDER

19           IT IS THEREFORE ORDERED that Qwest shall immediately begin to implement the  
20 recommendations contained in the Final Supplemental Report on OSS Issues, attached hereto as  
21 Exhibit A, as modified herein.

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26 ...

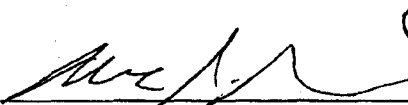


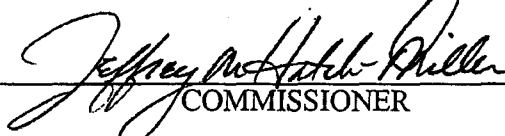

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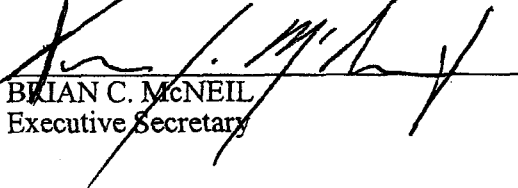
1 IT IS FURTHER ORDERED that Qwest shall immediately begin to implement the  
2 recommendations contained in the Final Supplemental Report on Checklist Issues, attached hereto  
3 as Exhibit B, as modified herein.

4 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

5 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

6  
7     
8 CHAIRMAN COMMISSIONER COMMISSIONER  
9    
10 COMMISSIONER COMMISSIONER

11 IN WITNESS WHEREOF, I, BRIAN C. McNEIL,  
12 Executive Secretary of the Arizona Corporation  
13 Commission, have hereunto, set my hand and caused the  
14 official seal of this Commission to be affixed at the Capitol,  
15 in the City of Phoenix, this 16<sup>th</sup> day of September, 2003.

16   
17 BRIAN C. McNEIL  
18 Executive Secretary

19 DISSENT: \_\_\_\_\_

20 DISSENT: \_\_\_\_\_

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## Attachment 6



August 8, 2003

Sharon Van Meter  
AT&T  
1875 Lawrence St - 10th Floor  
Denver, CO 80202-  
svanmeter@att.com

TO: Sharon Van Meter

<b>Announcement Date:</b>	<b>August 8, 2003</b>
<b>Effective Date:</b>	<b>Immediately</b>
<b>Document Number:</b>	<b>PROD.08.08.03.F.03496.DelayedResponseCRUNECUpdate</b>
<b>Notification Category:</b>	<b>Product Notification</b>
<b>Target Audience:</b>	<b>CLECs, Resellers</b>
<b>Subject:</b>	<b>CMP – UPDATE Qwest Delayed Response to CLEC Comments on Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction(CRUNEC) V5.0</b>
<b>Level of Change:</b>	<b>Level 3</b>
<b>Associated CR Number or System Release Number:</b>	<b>Not Applicable</b>

Qwest announced an adhoc meeting with the CLEC community in notification  
PROD.08.06.03.F.03494.DelayedResponseCRUNEC to discuss comments received on this change.

#### **Logistics for the August 15, 2003 meeting:**

Date: August 15, 2003  
Time: 10:00 AM to 12:00 PM Mountain Time  
Conference Bridge Information: 1-877-572-8687 passcode 3393947

Qwest is providing the following information for discussion at that meeting.

Qwest proposes and is prepared to discuss in the August 15<sup>th</sup> CMP ad hoc meeting its intent to suspend the current processes associated with the build of DS1 Capable Unbundled Loops under the CLEC requested UNE Construction (CRUNEC) process. This suspension would be effective beginning on August 20, 2003. The suspension will allow all parties an opportunity to contribute to clarification of processes for CLEC requests to build DS1 Capable Unbundled Loops when no compatible facilities are available.

#### **Guidelines for order processing:**

Qwest proposes that new orders received on or after August 20, 2003 will be processed and not be held for "no facility" when network elements can be provisioned with incremental facility work or by the use of other Network functions as stated herein.

#### **Incremental Facility Work**

Incremental facility work will be completed when compatible facilities are available as defined by the order parameters. Incremental facility work for DS1 provisioning consists of placing a drop, either aerial or buried, providing necessary electronics required to provide DS1 capability at both ends (this includes placement of cards in existing DS1 provisioning shelves in the Central Office and adding a Network Interface Unit (in lieu of a NID) at the end-user-premise), including midspan repeater(s), adding central office tie pairs and placing cross connects in feeder

distribution interfaces (FDIs).

### Other Network Functions

The other Network functions to be performed during this suspension include the removal of 3 or fewer load coils, the removal of excessive bridge tap, the rearrangement of existing pairs to include fiber hub counts, the rearrangement or addition of pairs into an existing apparatus case and placement of associated cards (no limit) and the placement of one new repeater case.

### No Facilities Available

Facility builds requiring work other than incremental facility work, defective pair recovery or the other Network functions stated will be evaluated through the use of CRUNEC guidelines.

Qwest proposes that during the suspension the CRUNEC construction process and associated charges for the limited construction activities identified above will be waived. The suspension does not apply in those circumstances where no existing facilities are available and can not be reconfigured as described. In these instances, CLEC's will continue to have the option of invoking CRUNEC to construct facilities at a charge.

It is Qwest's intent to address this notice, feedback received from the CLEC community and the steps to clarify processes in the CMP ad hoc meeting noticed to the CLEC's on August 6, 2003, (PROD.08.06.03.F.03494.DelayedResponseCRUNEC) and scheduled for August 15, 2003.

In this meeting, Qwest will propose a Qwest initiated Level 4 Change Request recognizing the feedback received from the CLEC's on PROD.07.11.03.F.03468.UNECRUNEC\_V5..

The Qwest initiated CR would seek to clarify and document the following:

- Incremental Work vs. construction for DS1 Capable Unbundled Loops
- Proposal for a streamlined CRUNEC process for DS1 Capable Unbundled Loops to replace the existing CRUNEC process is not required to build new DS1 inventory.

This suspension will remain in effect until such processes have been developed and communicated as prescribed in the CMP guidelines. Timelines for implementation will also be developed using the appropriate CMP guidelines.

### Resources:

Customer Notice Archive	<a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Original Notice Number	PROD.07.11.03.F.03468.UNECRUNEC_V5

If you have any questions on this subject, please submit comments through the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers

will receive written notification announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Tim Bessey

Doug Slominski

## Attachment 7



**Announcement Date:**  
**Effective Date:**

**August 20, 2003**  
**Immediately**

**Document Number:**  
**Notification Category:**  
**Target Audience:**

**GENL.08.20.03.F.01537.DS1CapableLoop\_CRUNEC**  
**General Notification**  
**CLECs, Resellers**

**Subject:**

**Interim Process- DS1 Capable Loop and CRUNEC**

On August 15, 2003, Qwest held a conference call with the CLECs to review activities associated with the CRUNEC process as it pertains to Unbundled Local Loop-DS1 Capable Loop, notified in PROS.04.30.03.F.01071.CRUNEC, PROD.07.11.03.F.03468.UNECRUNEC\_V5.0, PROD.08.06.03.F.03494.DelayedResponseCRUNEC, and PROD.08.08.03.F.03496.DelayedResponseCRUNECUpdate.

This notification provides an attachment which describes the interim process Qwest will follow until the CLECs and Qwest develop a long term process as discussed in the August 15 conference call.

If you have questions regarding this notification, please contact Jamal Boudhaouia at 303-707-8561 or Evelyn Montez at 303-707-6998. Electronic correspondence can be sent to [Jamal.Boudhaouia@qwest.com](mailto:Jamal.Boudhaouia@qwest.com) or [Evelyn.Montez@qwest.com](mailto:Evelyn.Montez@qwest.com).

Sincerely,

Qwest

**Note:** In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process. Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

**QWEST INTERIM PROCESS  
UNBUNDLED LOCAL LOOP-DS1 CAPABLE LOOP AND CRUNEC  
EFFECTIVE AUGUST 20, 2003**

- Definition of an unbundled DS1-capable loop –
  - Available loop facility in the existing Qwest inventory meeting the industry parameters for transmitting DS1 signals, and
  - A facility that does not require re-engineering to make it capable of transmitting DS1 signals.
- Clarification of Work Steps -
  - **Incremental Facility Work** occurs when there is a DS1-capable facility available
    - That DS1 facility could carry DS1 traffic without modification
    - Work that will be done includes:
      - Drop Placement
      - Additional Repeater Cards in the existing Apparatus Case in the route between the CO and the End-User
      - Replacement of Defective Repeater Cards in the existing Apparatus Case
      - Re-status existing DS1 qualified spare facilities that do not require additional work to make DS1 capable
  - Effective with this Interim Process, Qwest will also perform **Other Network Functions** including:
    - Removal of 3 or fewer Load Coils (LCs)
    - Removal of excessive Bridged Taps (BTs)
    - Rearrangement of existing pairs to include fiber hub counts
    - Rearrangement of existing pairs to extend the line
    - Rearrangement or addition of pairs into an existing Apparatus Case
    - Placement of additional repeater cards (no limit) due to rearrangement or placement of new Apparatus Case
    - Placement of one Apparatus Case
  - CRUNEC applies when there is no DS1-capable facility available.
    - That process includes:
      - Construction that requires placement of cable
      - Any work activity beyond the work referenced in the Incremental Facility Process above.
    - Does not apply to the Other Network Functions as identified above, as this work will be done at no additional charge to the CLECs while the Interim Process is in place.
    - CRUNEC will be applied to the removal of more than 3 load coils to make a facility DS1-capable.
- What Qwest is proposing to do to respond to CLEC feedback:
  - Qwest will temporarily implement the interim process described herein.
  - Qwest will develop, explain and present a new process for expedited construction process to allow CLECs to acquire DS1-capable loops when they are not available in the inventory but that can be constructed if facilities are re-engineered.

- Pipeline Orders
    - Process for handling –2 buckets:
      - Held Order Bucket:
        - Orders where the 30 day hold time frame has passed before 8/15 (other than WA) – CLECs will need to re-submit orders
        - Orders where the 30 day hold time frame expired or will expire between the 8/15 meeting and the 8/20 proposed implementation date – Qwest will keep those orders in held status and CLECs will not have to re-submit these orders. CLECs will receive a new jeopardy notice advising that Qwest is ready to provision. If CLEC does not respond to the notice within 48 hours, Qwest will reject the LSR and cancel the order.
        - Orders where the 30 day hold has not passed – Qwest will re-evaluate for input back into the cycle but the CLEC will need to identify those they wish Qwest to complete. CLECs will receive a new jeopardy notice advising that Qwest is ready to provision. If Qwest doesn't hear back within 48 hours, Qwest will reject the LSR and cancel the order.
      - Orders placed but yet not complete for Special Access Circuits
        - After 8/20 CLECs can contact Service Managers to Cancel the Special Access Request
        - After 8/20 CLECs can place a request for DS1 UBL that will be provisioned as defined above.
- Pricing Issues
  - Qwest is offering to adjust pricing for all circuits placed on or after June 16, 2003 and before August 20, 2003 that may have been billed at a rate other than UBL pricing (this includes adjustments to both the Recurring and Non-Recurring Charges).
  - Qwest is offering to refund any monies paid into the CRUNEC process for orders submitted on or after June 16, 2003 with respect to work which Qwest is proposing in this interim proposal to do without charge. CLECs must submit a request for a refund through their Service Manager.
  - Qwest is offering to convert all other requests to UBL.
    - CLECs can work through the time-frames and logistics of this via Service Managers



## Attachment 8



August 27, 2003

Carla Pardee  
AT&T  
1875 Lawrence St - Room 10-17  
Denver, CO 80202-  
cdickinson@att.com

TO:Carla Pardee

<b>Announcement Date:</b>	<b>August 27, 2003</b>
<b>Proposed Effective Date:</b>	<b>October 11, 2003</b>
<b>Document Number:</b>	<b>PROS.08.27.03.F.01173.DS1CapableLoop_IntProc</b>
<b>Notification Category:</b>	<b>Process Notification</b>
<b>Target Audience:</b>	<b>CLECs, Resellers</b>
<b>Subject:</b>	<b>CMP – Changes to Interim Process Unbundled Local Loop-DS1 Capable Loop</b>
<b>Level of Change:</b>	<b>Level 3</b>
<b>Associated CR Number or System Release Number:</b>	<b>Not Applicable</b>

### Summary of Change:

On August 20, 2003, Qwest issued notification **GENL.08.20.03.F.01537.DS1CapableLoop\_CRUNEC** with an attachment titled Qwest Interim Process-UNBUNDLEDLOCALLOOP-DS1CAPABLELOOPANDCRUNEC8-20-2003-FINAL. Qwest has received CLEC objections to managing this issue outside of the Change Management Process (CMP.) Therefore, this notification is intended to introduce a revision to the interim process, which was introduced with the GENL.08.20.03.F.01537.DS1CapableLoop\_CRUNEC notification issued August 20, 2003.

Based on comments and feedback provided by the CLECs on the conference call conducted August 15, 2003, this notification includes modifying the process for the removal of more than 3 load coils under the Other Network Functions consistent with the request by the CLECs. On August 27, 2003, this revised Qwest Interim Process UNBUNDLED LOCAL LOOP-DS1 CAPABLE LOOP AND CRUNEC will be posted to the Qwest Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

Additionally, Qwest believes that the changes being made in this revision should be implemented with a CMP Level 1 notification effective immediately. Qwest is scheduling an ad-hoc meeting to gain CLEC concurrence that this notification be managed as a Level 1 notification with expedited implementation and compression of the comment period.

**Meeting Logistics:**

Date: Thursday, September 4, 2003

Time: 1:00 – 2:00 PM MDT

Location: 1-877-572-8687 3393947#

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

**Timeline:**

Planned Updates Posted to Document Review Site	Available August 27, 2003
CLEC Comment Cycle on Documentation Begins	Beginning August 28, 2003
CLEC Comment Cycle Ends	5:00 PM, MT September 11, 2003
Qwest Response to CLEC Comments (if applicable)	Available September 26, 2003 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	October 11, 2003

If you have any questions on this subject, please submit comments through the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers

will receive written notification announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Tim Bessey  
Doug Slominski

## Attachment 9

**QWEST INTERIM PROCESS  
UNBUNDLED LOCAL LOOP-DS1 CAPABLE LOOP AND CRUNEC  
EFFECTIVE AUGUST 20, 2003**

- Definition of an unbundled DS1-capable loop –
  - Available loop facility in the existing Qwest inventory meeting the industry parameters for transmitting DS1 signals, and
  - A facility that does not require re-engineering to make it capable of transmitting DS1 signals.
- Clarification of Work Steps -
  - **Incremental Facility Work** occurs when there is a DS1-capable facility available
    - That DS1 facility could carry DS1 traffic without modification
    - Work that will be done includes:
      - Drop Placement
      - Additional Repeater Cards in the existing Apparatus Case in the route between the CO and the End-User
      - Replacement of Defective Repeater Cards in the existing Apparatus Case
      - Re-status existing DS1 qualified spare facilities that do not require additional work to make DS1 capable
  - Effective with this Interim Process, Qwest will also perform **Other Network Functions** including:
    - Removal of ~~3 or fewer~~ Load Coils (LCs)
    - Removal of excessive Bridged Taps (BTs)
    - Rearrangement of existing pairs to include fiber hub counts
    - Rearrangement of existing pairs to extend the line
    - Rearrangement or addition of pairs into an existing Apparatus Case
    - Placement of additional repeater cards (no limit) due to rearrangement or placement of new Apparatus Case
    - Placement of one Apparatus Case
  - CRUNEC applies when there is no DS1-capable facility available.
    - That process includes:
      - Construction that requires placement of cable
      - Any work activity beyond the work referenced in the Incremental Facility Process above.
    - Does not apply to the Other Network Functions as identified above, as this work will be done at no additional charge to the CLECs while the Interim Process is in place.
    - ◻ ~~CRUNEC will be applied to the removal of more than 3 load coils to make a facility DS1-capable.~~
- What Qwest is proposing to do to respond to CLEC feedback:
  - Qwest will temporarily implement the interim process described herein.
  - During the Interim Process, Qwest will develop, explain and present a new process for expedited construction process to allow CLECs to acquire provisioning of DS1-capable

loops when they are not available in the inventory but that can be constructed if facilities are re-engineered.

- Pipeline Orders

- Process for handling –2 buckets:

- ☐Held Order Bucket:

- 

- Orders where the 30 day hold time frame has passed before 8/15 August 15, 2003, (other than WA – which are held indefinitely) – CLECs will need to re-submit orders
      - Orders where the 30 day hold time frame expired or will expire between the 8/15 August 15, 2003 meeting and the 8/20 August 20, 2003 ~~proposed implementation date~~ – Qwest will keep those orders in held status and CLECs will not have to re-submit these orders. Upon re-screening, if Qwest can provision via the Incremental Facility process or the Other Network Function process defined above, CLECs will receive an ~~new jeopardy notice~~ FOC advising that Qwest is ready to provision.
      - Orders where the 30 day hold has not passed – Qwest will re-evaluate for input back into the cycle ~~but the CLEC will need to identify those they wish Qwest to complete~~. Upon re-screening, if Qwest can provision via the Incremental Facility process or the Other Network Function process defined above, CLECs will receive an ~~new jeopardy notice~~ FOC advising that Qwest is ready to provision.
    - Orders placed but yet not complete for Special Access Circuits
      - ~~After Effective August 20, 2003, 8/20~~ CLECs can contact Service Managers to Cancel the Special Access Request
      - ~~After Effective August 20, 2003, 8/20~~ CLECs can place a request for DS1 UBL that will be provisioned as defined above.
    - Qwest will attempt to resolve all re-screening prior to September 5, 2003 for all 14 states. If CLEC has not been notified of the status of a DS1 order by September 10, 2003, CLEC should escalate via the CLEC's Service Manager.
    - REMINDER: This process is not intended to resolve all issues. There will still be orders that cannot be processed due to no copper facilities or work above and beyond that defined in the Incremental Facilities Work and Other Network Functions sections above. When this is recognized via the re-screening process, your order will remain in the Delayed Order bucket for the remainder of its original 30 business day cycle, if any time remains in the original 30 business day cycle. If there are still no facilities available, the order will be cancelled and the LSR will be rejected. Delayed Orders in WA will continue to be held indefinitely.

- Pricing Issues

- Qwest is offering to adjust pricing for all circuits placed on or after June 16, 2003 and before August 20, 2003 that may have been billed at a rate other than

UBL pricing (this includes adjustments to both the Recurring and Non-Recurring Charges).

- Qwest is offering to refund any monies paid into the CRUNEC process for orders submitted on or after June 16, 2003 with respect to work which Qwest is proposing in this interim proposal to do without charge. CLECs must submit a request for a refund through their Service Manager.
- Qwest is offering to convert all other requests to UBL **if requested by the CLEC**. Qwest will waive all conversion charges for circuits originally installed between June 16, 2003 and August 20, 2003.
  - CLECs can work through the time-frames and logistics of this via Service Managers.
- Qwest will not be able to adjust any billing unless the CLEC requests the circuit to be converted to UBL, EEL or LMC.



## Attachment 10

**QWEST PROVISIONING INTERIM PROCESS**  
**UNBUNDLED LOCAL LOOP-DS1 CAPABLE LOOP AND CRUNEC**  
**EFFECTIVE AUGUST 20, 2003**

- Definition of an unbundled DS1-capable loop –
  - Available loop facility in the existing Qwest inventory meeting the industry parameters for transmitting DS1 signals, and
  - A facility that does not require re-engineering to make it capable of transmitting DS1 signals.
- Clarification of Work Steps -
  - **Incremental Facility Work** occurs when there is a DS1-capable facility available
    - That DS1 facility could carry DS1 traffic without modification
    - Work that will be done includes:
      - Drop Placement
      - Additional Repeater Cards in the existing Apparatus Case(s) in the route between the CO and the End-User
      - Replacement of Defective Repeater Cards in the existing Apparatus Case(s)
      - Re-status existing DS1 qualified spare facilities that do not require additional work to make DS1 capable
  - Effective with this Interim-Process, Qwest will also perform **Other Network Functions** including:
    - Removal of Load Coils (LCs)
    - Removal of excessive Bridged Taps (BTs)
    - Rearrangement of existing pairs to include fiber hub counts
    - Rearrangement of existing pairs to extend the line
    - Rearrangement or addition of pairs into an existing Apparatus Case(s)
    - Placement of additional repeater cards (no limit) due to rearrangement or placement of new Apparatus Case(s)
    - Placement of one Apparatus Case(s)
  - CRUNEC applies when ~~there is no a DS1-capable facility available~~ can not be provisioned by the work identified above.
    - ~~That process includes:~~
      - ~~Construction that requires placement of cable~~
      - ~~Any work activity beyond the work referenced in the Incremental Facility Process above.~~
    - Does not apply to the ~~Other Network Functions~~ as identified above, as this work will be done at no additional charge to the CLECs while the Interim Process is in place.

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- What Qwest is proposing to do to respond to CLEC feedback:
  - Qwest will temporarily implement the interim process described herein as of August 20, 2003. The process is retroactive to June 16, 2003.
  - During the Interim Process, Qwest will develop, explain and present a new process for provisioning of DS1-capable loops in collaboration with the CLECs through the CMP. when they are not available in the inventory but that can be constructed if facilities are re-engineered.
- Pipeline Orders
  - Process for handling –2 buckets:
    - Held Order Bucket:
      - Orders where the 30 day hold time frame has passed before August 15, 2003, (other than WA – which are held indefinitely) – CLECs will need to re-submit orders
      - Orders where the 30 day hold time frame expired or will expire between the August 15, 2003 meeting and the August 20, 2003 implementation date – Qwest will keep those orders in held status and CLECs will not have to re-submit these orders. Upon re-screening, if Qwest can provision via the Incremental Facility process or the Other Network Function process defined above, CLECs will receive an FOC advising that Qwest is ready to provision.
      - Orders where the 30 day hold has not passed – Qwest will re-evaluate for input back into the cycle. Upon re-screening, if Qwest can provision via the Incremental Facility process or the Other Network Function process defined above, CLECs will receive an FOC advising that Qwest is ready to provision.
    - Orders placed but yet not complete for Special Access Circuits
      - Effective August 20, 2003, CLECs can contact Service Managers to Cancel the Special Access Request
      - Effective August 20, 2003, CLECs can place a request for DS1 UBL that will be provisioned as defined above.
    - Qwest will attempt to resolve all re-screening prior to September 5, 2003 for all 14 states. If CLEC has not been notified of the status of a DS1 order by September 10, 2003, CLEC should escalate via the CLEC's Service Manager.
    - Qwest will re-screen all pending orders statused as "Unbundled Pending Facilities" as of September 15, 2003 that may have been impacted by the placement of more than one apparatus case. If CLEC has not been notified of the status of a DS1 order impacted by this change as of September 22, 2003, CLEC should contact their Service Manager.
    - REMINDER: This process is not intended to resolve all issues. There will still be orders that cannot be processed due to no copper facilities or work

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above and beyond that defined in the Incremental Facilities Work and Other Network Functions sections above. When this is recognized via the re-screening process, your order will remain in the Delayed Order bucket for the remainder of its original 30 business day cycle, if any time remains in the original 30 business day cycle. If there are still no facilities available, the order will be cancelled and the LSR will be rejected. Delayed Orders in WA will continue to be held indefinitely.

- Pricing Issues

- Qwest is offering to adjust pricing for all circuits placed on or after June 16, 2003 and before August 20, 2003 that may have been billed at a rate other than UBL pricing (this includes adjustments to both the Recurring and Non-Recurring Charges).
- Qwest is offering to refund any monies paid into the CRUNEC process for orders submitted on or after June 16, 2003 with respect to work which Qwest has identified in this process under Incremental Facility Work and/or Other Network Functions. ~~is proposing in this interim proposal to do without charge.~~ CLECs must submit a request for a refund through their Service Manager.
- Qwest is offering to convert all other requests to UBL **if requested by the CLEC**. Qwest will waive all conversion charges for circuits originally ordered between June 16, 2003 and August 20, 2003.
  - CLECs can work through the time-frames and logistics of this via Service Managers.
- Qwest will not be able to adjust any billing unless the CLEC requests the circuit to be converted to UBL, EEL or LMC.

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September 15, 2003

Carla Pardee  
AT&T  
1875 Lawrence St - Room 10-17  
Denver, CO 80202-  
cdickinson@att.com

TO:Carla Pardee

<b>Announcement Date:</b>	<b>September 15, 2003</b>
<b>Proposed Effective Date:</b>	<b>October 30, 2003</b>
<b>Document Number:</b>	<b>PROS.09.15.03.F.01199.UnbndlLoopDS1</b>
<b>Notification Category:</b>	<b>Process Notification</b>
<b>Target Audience:</b>	<b>CLECs, Resellers</b>
<b>Subject:</b>	<b>CMP – Changes to Process Unbundled Local Loop-DS1 Capable Loop</b>
<b>Level of Change:</b>	<b>Level 3</b>
<b>Associated CR Number or System Release Number:</b>	<b>Not Applicable</b>

#### Summary of Change:

On August 27, 2003, Qwest issued notification PROS.09.05.03.F.01184.DS1CapableLoop\_IntProc with an attachment titled *Qwest Interim Process-UNBUNDLEDLOCALLOOP-DS1CAPABLELOOPANDCRUNEC8-20-2003-FINAL*.

On September 15, 2003, Qwest will post planned updates that include new/revised documentation for the *Qwest Interim Process-UNBUNDLEDLOCALLOOP-DS1CAPABLELOOPANDCRUNEC8-20-2003-FINAL*. The update is titled **QWEST PROVISIONING PROCESS UNBUNDLED LOCAL LOOP-DS1 CAPABLE LOOP**. This update will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>

The revisions include modifying the process associated with apparatus case requirements. Additionally, Qwest is removing any reference to interim with this update.

Qwest believes that the changes being made in this revision should be implemented with a CMP Level 1 notification effective immediately. Section 5.4.4.1 of the CMP document states: "*CLECs and Qwest will discuss requests to change the disposition level of notified changes at the next Monthly CMP Product/Process Meeting.*" Qwest would like to gain CLEC concurrence that this notification be effective immediately and managed as a Level 1 notification.

**Meeting Logistics:**

Date: Wednesday, September 17, 2003

Time: 1:00 – 2:00 PM MDT During CMP Monthly Product Process Meeting

Location: 1-877-572-8687 3393947#

Qwest will post this process to the Unbundled Local Loop -Digital Service Level 1 (DS1) Capable Loop PCAT <http://www.qwest.com/wholesale/pcat/unloopds1caploop.html> when it is effective.

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

**Timeline:**

Planned Updates Posted to Document Review Site	Available September 15, 2003
CLEC Comment Cycle on Documentation Begins	Beginning September 16, 2003
CLEC Comment Cycle Ends	5:00 PM, MT September 30, 2003
Qwest Response to CLEC Comments (if applicable)	Available October 15, 2003 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	October 30, 2003

If you have any questions on this subject, please submit comments through the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Tim Bessey  
Doug Slominski

## Attachment 11





September 18, 2003

Carla Pardee  
AT&T  
1875 Lawrence St - Room 10-17  
Denver, CO 80202-  
cdickinson@att.com

TO:Carla Pardee

<b>Announcement Date:</b>	<b>September 18, 2003</b>
<b>Proposed Effective Date:</b>	<b>Immediately</b>
<b>Document Number:</b>	<b>PROS.09.18.03.01198.DS1CapableLoopProc</b>
<b>Notification Category:</b>	<b>Process Notification</b>
<b>Target Audience:</b>	<b>CLECs, Resellers</b>
<b>Subject:</b>	<b>CMP – Changes to Process-Unbundled Local Loop-DS1 Capable Loop - Revision 5</b>
<b>Level of Change:</b>	<b>Level 1</b>
<b>Associated CR Number or System Release Number:</b>	<b>Not Applicable</b>

**Summary of Change:**

On September 15, 2003, Qwest issued a Level 3 CMP notification PROS.09.15.03.F.01199.UnbndlLoopDS1 with an attachment titled QWEST PROVISIONING PROCESS UNBUNDLED LOCAL LOOP-DS1 CAPABLE LOOP. In that notification, Qwest stated: "Qwest believes that the changes being made in this revision should be implemented with a CMP Level 1 notification effective immediately." The meeting for this change of disposition from a Level 3 to a Level 1 took place at the CMP Monthly Product/Process meeting held September 17, 2003.

Section 5.4.4.1 of the CMP document states: "CLECs and Qwest will discuss requests to change the disposition level of notified changes at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the Majority. If the disposition level of a change is modified, from the date of the modification forward, such change will proceed under the modified level with notifications and timelines agreed to by the participants. Except that, within five (5) business days after the disposition level is changed to a Level 1, Qwest will provide a Level 1 notification."

In the Product/Process meeting on September 17, 2003, Qwest asked if any CLECs objected to changing the Level 3 notification PROS.09.15.03.F.01199.UnbndlLoopDS1 to a Level 1 notification, effective immediately. There were no CLEC objections to making the changes notified in this Level 3 notice effective immediately. It was discussed, however, that some CLECs approval of this process being effective immediately did not imply they agreed this change should be addressed through CMP.

On September 18, 2003, Qwest is issuing this CMP Level 1 notification to make the change in QWEST PROVISIONING PROCESS UNBUNDLED LOCAL LOOP-DS1 CAPABLE LOOP (Revision 5) effective immediately. Qwest will post the operational version of this process to the Unbundled Local Loop –Digital Service Level 1 (DS1) Capable Loop PCAT located at URL

h <http://www.qwest.com/wholesale/pcat/unloopds1caploop.html> under the Section titled Provisioning and Installation. You will find a redlined version of these changes on the Product/Process Document Review Archive at [http://www.qwest.com/wholesale/cmp/review\\_archive.html](http://www.qwest.com/wholesale/cmp/review_archive.html).

This update also includes one clarification made on Page 2 of the QWEST PROVISIONING PROCESS UNBUNDLED LOCAL LOOP-DS1 CAPABLE LOOP notified in PROS.09.15.03.F.01199.UnbndlLoopDS1. This clarification does not change the process and removes the sentence "Qwest will develop, explain and present a new process for provisioning of DS1-capable loops in collaboration with the CLECs through the CMP." The removal of this sentence was in response to a comment received from Eschelon on September 16, 2003. This additional update was discussed during the meeting and there was agreement to remove it. During the meeting, Qwest and the CLECs again agreed that the Level 3 comment/response cycle would continue to be followed for notification PROS.08.27.03.F.01173.DS1CapableLoop\_IntProc. It was also agreed that the remainder of the comment received from Eschelon on September 16, 2003 on Level 3 CMP notification PROS.09.15.03.F.01199.UnbndlLoopDS1 was being answered as part of the comment/response cycle for notification PROS.08.27.03.F.01173.DS1CapableLoop\_IntProc.

**Comment Cycle:**

No formal comment cycle applies. CLECs who feel the change(s) described in this Level 1 notification alter(s) CLEC operating procedures should immediately contact the Qwest CMP Manager, by e-mail, at [cmpcr@qwest.com](mailto:cmpcr@qwest.com).

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process. Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

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<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Tim Bessey  
Doug Slominski

**QWEST PROVISIONING INTERIM PROCESS**  
**UNBUNDLED LOCAL LOOP-DS1 CAPABLE LOOP AND CRUNEC**  
**EFFECTIVE AUGUST 20, 2003**

- Definition of an unbundled DS1-capable loop –
  - Available loop facility in the existing Qwest inventory meeting the industry parameters for transmitting DS1 signals, and
  - A facility that does not require re-engineering to make it capable of transmitting DS1 signals.
- Clarification of Work Steps -
  - **Incremental Facility Work** occurs when there is a DS1-capable facility available
    - That DS1 facility could carry DS1 traffic without modification
    - Work that will be done includes:
      - Drop Placement
      - Additional Repeater Cards in the existing Apparatus Case(s) in the route between the CO and the End-User
      - Replacement of Defective Repeater Cards in the existing Apparatus Case(s)
      - Re-status existing DS1 qualified spare facilities that do not require additional work to make DS1 capable
  - Effective with this Interim-Process, Qwest will also perform **Other Network Functions** including:
    - Removal of Load Coils (LCs)
    - Removal of excessive Bridged Taps (BTs)
    - Rearrangement of existing pairs to include fiber hub counts
    - Rearrangement of existing pairs to extend the line
    - Rearrangement or addition of pairs into an existing Apparatus Case(s)
    - Placement of additional repeater cards (no limit) due to rearrangement or placement of new Apparatus Case(s)
    - Placement of one Apparatus Case(s)
  - CRUNEC applies when there is no a DS1-capable facility available can not be provisioned by the work identified above.
    - ~~That process includes:~~
      - ~~Construction that requires placement of cable~~
      - ~~Any work activity beyond the work referenced in the Incremental Facility Process above.~~
    - Does not apply to the ~~Other Network Functions as identified above, as this work will be done at no additional charge to the CLECs while the Interim Process is in place.~~

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- What Qwest is proposing to do to respond to CLEC feedback:
  - Qwest will temporarily implement the interim process described herein as of August 20, 2003. The process is retroactive to June 16, 2003.
  - During the Interim Process, Qwest will develop, explain and present a new process for provisioning of DS1 capable loops in collaboration with the CLECs through the CMP, when they are not available in the inventory but that can be constructed if facilities are re-engineered.
- Pipeline Orders
  - Process for handling –2 buckets:
    - Held Order Bucket:
      - Orders where the 30 day hold time frame has passed before August 15, 2003, (other than WA – which are held indefinitely) – CLECs will need to re-submit orders
      - Orders where the 30 day hold time frame expired or will expire between the August 15, 2003 meeting and the August 20, 2003 implementation date – Qwest will keep those orders in held status and CLECs will not have to re-submit these orders. Upon re-screening, if Qwest can provision via the Incremental Facility process or the Other Network Function process defined above, CLECs will receive an FOC advising that Qwest is ready to provision.
      - Orders where the 30 day hold has not passed – Qwest will re-evaluate for input back into the cycle. Upon re-screening, if Qwest can provision via the Incremental Facility process or the Other Network Function process defined above, CLECs will receive an FOC advising that Qwest is ready to provision.
    - Orders placed but yet not complete for Special Access Circuits
      - Effective August 20, 2003, CLECs can contact Service Managers to Cancel the Special Access Request
      - Effective August 20, 2003, CLECs can place a request for DS1 UBL that will be provisioned as defined above.
    - Qwest will attempt to resolve all re-screening prior to September 5, 2003 for all 14 states. If CLEC has not been notified of the status of a DS1 order by September 10, 2003, CLEC should escalate via the CLEC's Service Manager.
    - Qwest will re-screen all pending orders statused as "Unbundled Pending Facilities" as of September 15, 2003 that may have been impacted by the placement of more than one apparatus case. If CLEC has not been notified of the status of a DS1 order impacted by this change as of September 22, 2003, CLEC should contact their Service Manager.

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- REMINDER: This process is not intended to resolve all issues. There will still be orders that cannot be processed due to no copper facilities or work above and beyond that defined in the Incremental Facilities Work and Other Network Functions sections above. When this is recognized via the re-screening process, your order will remain in the Delayed Order bucket for the remainder of its original 30 business day cycle, if any time remains in the original 30 business day cycle. If there are still no facilities available, the order will be cancelled and the LSR will be rejected. Delayed Orders in WA will continue to be held indefinitely.
- Pricing Issues
  - Qwest is offering to adjust pricing for all circuits placed on or after June 16, 2003 and before August 20, 2003 that may have been billed at a rate other than UBL pricing (this includes adjustments to both the Recurring and Non-Recurring Charges).
  - Qwest is offering to refund any monies paid into the CRUNEC process for orders submitted on or after June 16, 2003 with respect to work which Qwest has identified in this process under Incremental Facility Work and/or Other Network Functions. ~~is proposing in this interim proposal to do without charge.~~ CLECs must submit a request for a refund through their Service Manager.
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## Attachment 12

# ***Qwest CMP - Active Change Request Export Report***

<b>CMP Area</b>	Wholesale ProdProc
<b>CR #</b>	PC041503-1CM
<b>Date Submitted</b>	4/15/03
<b>Submitter</b>	MCI
<b>Title</b>	Add to section 4.0 TYPES OF CHANGE CLEC impacting defect
<b>Description</b>	Proposed language update to CMP document as follows: Defect requests would be changes that correct problems discovered in production versions of an interface. or the business CLECs, results this will be  may include levels and time  the majority of users and there is following the  the users but days following  Severity 4 defects process is interfaces  process in the CLEC provide status  documentation)
	These problems are where the interface is not working in accordance to the user requirements rules published by Qwest. In addition, if functional requirements agreed upon by Qwest and the in inoperable functionality, even though software user requirements and business rules match; addressed as a defect.  These problems typically affect the CLEC's ability to exchange transactions with Qwest and documentation that is in error, has missing information or is unclear in nature. Defined severity frames for corrective action would be as follows: o Severity 1 – Critical – Problem results in a complete system outage and/or is detrimental to the development and/or testing efforts. Correction of Severity 1 defects will occur within 3 days. o Severity 2 – Serious – System functionality is degraded with serious adverse impact to the not an effective work-around. Correction of Severity 2 defects will occur within 10 business days date upon which Qwest's defect validation process is scheduled to complete. o Severity 3 – Moderate – System functionality is degraded with a moderate adverse impact to there is an effective workaround. Correction of Severity 3 defects will occur within 30 business the date upon which Qwest's defect validation process is scheduled to complete. o Severity 4 – Cosmetic – There is no immediate adverse impact to the users. Correction of will occur within 45 business days following the date upon which BellSouth's defect validation scheduled to complete. The CLEC and/or Qwest may initiate these types of changes affecting between the CLEC's and Qwest's operational support systems.  Detailed steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub- impacting defect type CR must be negotiated. This process will be used to validate defects, notification(s), workarounds and final resolution to the CLEC community.  Expected Deliverable: That the CMP document support language to address clec impacting defects (system and/or with corrective action timelines imposed.
<b>CRStatus</b>	Presented
<b>Status Date Change</b>	4/15/03
<b>Interface</b>	Other